City of Carpinteria
City Council Agenda
Monday, April 26, 2021

Virtual Meeting

4:00 Closed Session - 5:30 p.m. Regular Meeting

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

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

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

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

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

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

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

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

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

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

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

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION MATTER

CLOSED SESSION

1. 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 Durflinger, 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

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**.**
   Based on existing facts and circumstances, the legislative body is deciding whether to initiate litigation pursuant to Government Code Section 54956.9(d)(4) with regard to one potential case. Pursuant to Government Code Section 54956.9 (a), and based on advice from legal counsel, the City Council finds that discussion in open session will prejudice the position of the City in the litigation.

TEMPORARY ADJOURNMENT TO CLOSED SESSION

CALL TO ORDER

ROLL CALL

CLOSED SESSION REPORT

PLEDGE OF ALLEGIANCE

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

3. Proclamation designating May 2021 as "First Responder 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:

4. Approve the minutes of the regular City Council meeting of April 12, 2021.

5. Receive and file the Expenditures for the period beginning April 3, 2021 and ending April 16, 2021.

6. Receive and file the Report of Contracts Executed by the City Manager on behalf of the City for the Period of March 17, 2021, through April 16, 2021.

7. Receive and file a Report of Monthly City Treasure's Report on Compliance with Statement of Safekeeping and Investment of Public Funds
8. Receive and file the report of the Quarterly Review of Pension Stabilization Trust.

9. Accept donations to the City's Park Department for both in-kind and monetary donations in support of the City Parks and Recreation Services as listed in Attachment A of the staff report.

10. Authorize the City Manager to execute an agreement between City and Roger and Penny Gilbert dba Penelope's Sno Balls for a food concession at the Carpinteria City Beach, in the Linden Avenue right-of-way at its southerly terminus.

ADMINISTRATIVE MATTER:

11. Approval of a letter for the Mayor's signature supporting the Community Project Funding request of the United Boys & Girls Club of Santa Barbara.

    Recommendation: Approve the draft letter for the Mayor's signature and submittal to Congressmember Carbajal's office.

    Staff Presenter: Dave Durflinger, City Manager

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

PUBLIC HEARING: None

OTHER BUSINESS:

12. Award a Construction Contract for the 2021 Pavement Maintenance Project to VSS International, Inc.; and authorize the City Manager to execute an Agreement with Davis CME for construction management and inspection services.

    Recommendation: 1. Award a Construction Contract for the 2021 Pavement Maintenance Project to VSS International, Inc., in the Total Base Bid amount of $333,333.33; 2. Authorize the City Manager to execute and Agreement with David CME to provide construction management and inspection services for the 2021 Pavement Maintenance Project in an amount not-to-exceed $54,850; and 3. Appropriate $422,000 from the Measure X Fund to Capital Improvement Projects Fund Expense Account No. 301-403-5780 (NC-21-001) and the associated transfer of $422,000 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

13. Review of Santa Barbara County Association of Governments' recent approval of the Regional Housing Needs Allocation and related information concerning the City's option to appeal its allocation by the filing deadline of 5:00 p.m. on May 3, 2021.

Recommendation: Receive and file report on the Regional Housing Needs Allocation 6th cycle.

Staff Presenter: Steve Goggia, Community Development Director

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

14. Consultant Services Agreement between the City of Carpinteria and RRM Design Group to prepare the City's Downtown Design Overlay Program and Accessory Dwelling Unit Prototypes for an amount not-to-exceed $177,783.

Recommendation: 1. Authorize the City Manager to execute an Agreement for Consultant Services to prepare the City's Downtown Design Overlay Program and Accessory Dwelling Unit Prototypes for an amount not-to-exceed $177,783; and 2. Appropriate $92,783 from the Measure X Fund to the Advanced Planning Division's Professional Services Account in the General Fund, Expense Account No. 101-302-5201 and the associated transfer of $92,783 from the Measure X Fund to the Advanced Planning Division's Professional Services Account in the General Fund.

Staff Presenter: Rita Bright, Principal Planner

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

15. Annual report on the progress being made implementing the City's General Plan Annual Report

Recommendation: Accept the 2020 General Pan Annual Progress Report and direct the Community Development Director to submit the Report to the Governor's Office Planning and Research.

Staff Presenter: Marysol Smith, Assistant Planner

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

16. An update report on the results of the good faith negotiations to resolve the dispute between the City of Carpinteria ("City") and the County of Santa Barbara Sheriff's Office ("Sheriff's Office") regarding proposed cost increases under the Agreement to Provide Law Enforcement Services between the City and County of Santa Barbara ("Agreement")

Recommendation: Receive an update report on the good faith negotiations to resolve the dispute between City and the Sheriff's Office regarding proposed costs increases under the Agreement.

Staff Presenter: Dave Durflinger, City Manager

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

17. Authorize the City Manager to execute Agreement No. 3 to closeout the Agreement with GWMC, llc for Project No. 15093 – City Hall Remediation & Renovation Project.

Recommendation: Authorize the City Manager to execute Amendment No. 3 to closeout the Agreement with GWMC, llc, in an amount not-to-exceed $22,340 for a total amended agreement amount of $261,440.50 for Project 15093 – City Hall Remediation &b Renovation.

Staff Presenter: John Ilasin, Public Works Director

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

18. Report on Street Lighting District No. 1 for Fiscal Year 2021-2022.

Recommendation: Adopt Resolution Nos. 6042 and 6043, acting to accept and file the mandatory Annual Report and set the matter of the continuation of Street Lighting District No. 1 for Fiscal Year 2021-22 for public hearing at the regular City Council meeting of May 24, 2021.

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

a. Staff Report

b. Public Comment
c. City Council Determination

19. Report on Lighting, Landscaping and Right-of-Way Improvement District No. 3 for Fiscal Year 2021-22.
Recommendation: Adopt Resolution Nos. 6044 and 6045, acting to accept and file the mandatory Annual Report of the City Engineer and set the matter of the continuation of Lighting, Landscaping and Right of Way Improvement District No. 3 for Fiscal Year 2021-22 for public hearing at the regular City Council Meeting of May 24, 2021.

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

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

20. Report on Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2021-22.

Recommendation: Adopt Resolution Nos. 6046 and 6047, acting to accept the mandatory Annual Report and Budget and to set the matter of the continuation of Parking and Business Improvement Area District No. 4 for fiscal year 2021-22 for public hearing at the regular City Council meeting of May 24, 2021.

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

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

21. Report on Winter Protection Berm Assessment District No. 5 for Fiscal Year 2021-22.

Recommendation: Adopt Resolution No. 6048, acting to accept the mandatory Annual Report and Budget and to set the matter of the continuation of Assessment District No. 5 for Fiscal Year 2021-22 for public hearing at the regular City Council Meeting of May 24, 2021.

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

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

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

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

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

1. Representatives to Regional Agencies and Committees

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

2. Joint and Standing Committees

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

j. Public Facility Site Acquisition/Development Committee (Carty & Nomura)

3. Ad Hoc Committees

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

4. City Representatives on other Committees

a. Community Media Access Center (Gary Dobbins)
b. Santa Barbara 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 meeting of the City Council will be held May 10, 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 April 21, 2021, in the City Clerk's Office, on the City Hall Public Notices Window, and on the Internet.

740 Graffiti

MEMORANDUM

Date: April 26, 2021

To: City Council

Cc: City Attorney's Office

From: Dave Durflinger, City Manager

Subject: **Adding a matter on an urgency basis to the April 26, 2021 City Council meeting agenda concerning approval of an updated reward amount via adoption of Resolution No. 6049**

Sample Motion for Agenda Modification:

I move that consideration of Resolution No. 6049 be added to the agenda pursuant to Government Code 54954.2(b)(2), due to there being a need to take immediate action to update the anti-graffiti program reward amount in order to create the possibility of having a timely influence on a criminal investigation and due to incident of graffiti vandalism coming to the attention of the City subsequent to the agenda being posted.

Sample Motion for Resolution No. 6049:

I move approval of Resolution No. 6049, establishing an updated reward amount pursuant Carpinteria Municipal Code Section 9.44.200, of the City's Graffiti Control and Abatement regulations.

The City Manager has been contacted by Councilmember Carty concerning the City's reward program in response to an act of graffiti vandalism of a mural that occurred late Thursday night or early Friday morning, April 22 or 23, after the posting of the agenda for the City Council meeting.

The advertising of the reward amount in a timely manner could result in a member or members of the public providing information that could lead to the arrest and conviction of the perpetrator of the vandalism.

RESOLUTION NO. 6049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA UPDATING THE GRAFFITI CONTROL AND ABATEMENT PROGRAM REWARD AMOUNT

WHEREAS, the City of Carpinteria Graffiti Control and Abatement regulations are found at Chapter 9.44 of the Carpinteria Municipal Code; and

WHEREAS, in order to encourage the public to report suspicious behavior and acts of graffiti vandalism, the City established a reward program in 2006. Section 9.44.200 establishes that the City may issue a reward for information that leads to the arrest and conviction of a graffiti vandal; and

WHEREAS, the Code requires the amount of the reward to be established by resolution of the City Council; and

WHEREAS, the current reward amount is $250.00, as established by Resolution No. 5166, in 2009; and

WHEREAS, it is important that the reward amount be kept up to date in order to be effective in meeting the purpose described above.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct.

SECTION 2. Pursuant CMC 9.44.200, City of Carpinteria City Council establishes the amount of the reward at $ 1000 .

PASSED, APPROVED AND ADOPTED on 26th day of April, 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 April 26, 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

A PROCLAMATION OF THE CARPINTERIA CITY COUNCIL DESIGNATING MAY 2021 AS FIRST RESPONDER MONTH

WHEREAS, *courageous and dedicated men and women work to protect and aid the public during emergencies as both professional and volunteer first responders; and*

WHEREAS, *first responders include 911 dispatchers, law enforcement officers, professional and volunteer firefighters, professional and volunteer emergency medical services personnel, public works professionals, emergency management professionals, search and rescue teams and members of other organizations in the public safety sector; and*

WHEREAS, *first responders serving the Carpinteria area include members of the Santa Barbara County Sheriff's Department, the Carpinteria-Summerland Fire Protection District, State Parks, CalFire, the California Highway Patrol, American Medical Response, Public Works, Lifeguards, County of Santa Barbara Office of Emergency Management, the City's Emergency Management team and many local volunteer organizations and individuals, including Community Emergency Response Team (CERT) members.*

WHEREAS, *first responders are our first and best defense against all emergencies, whatever their nature, that threaten our communities, and are ready to respond to the aid of the people of Carpinteria 24 hours a day, 7 days a week; and*

WHEREAS, *first responders are highly trained, specialized workers who contribute their excellent skills for the public good; and*

WHEREAS**,** *courageous and selfless concern for others and the duty to protect and serve are commonly held values among first responders; and*

WHEREAS**,** *first responders often brave inherent risk to their own safety and well-being in the performance of their duties to protect the people of Carpinteria; and*

WHEREAS, *the Carpinteria City Council thanks each and every first responder for their invaluable and selfless contributions to communities across our beloved State and wishes to honor them for their dedication and service**.***

NOW, THEREFORE, *the City Council of the City of Carpinteria hereby designates May 2021, as* ***"FIRST RESPONDER MONTH"*** *in the* ***CITY OF CARPINTERIA,*** *and calls this observance to the attention of all our citizens.*

IN WITNESS THEREOF*, I have hereunto set my hand and caused the official seal of the City of Carpinteria, California, to be affixed this 26TH day of April, 2021.*

_____

Wade T. Nomura, Mayor
City of Carpinteria

ATTEST:

_____

Fidela Garcia, City Clerk

City of Carpinteria
City Council Regular Meeting Minutes
Monday, April 12, 2021

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 4:00 p.m.

ROLL CALL

Councilmember Natalia Alarcon, Councilmember Gregg A. Carty, Councilmember Roy Lee, Vice Mayor AI Clark, and Mayor Wade T. Nomura were present. 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; and City Manager Dave Durflinger (present only for item 1) were also present.

PUBLIC COMMENT ON CLOSED SESSION MATTERS

Emails read for item 1. only: Katie Sarpolis, Elizabeth Patsch, Ann M. Wozniak, Jim Taylor, Alan and Carol Koch, and Amrita Salm.

Emails distributed: F. Paul Dunham, Connie Thompson, John Jackson, John Anderson, Lynn Volz, Kenneth W.M. Wozniak, Terry W. Scrivner, Jim Tarantino, James Budow, and Joe Franken.

CLOSED SESSION

1. 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 Durflinger, 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

2. 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 4:14 p.m.

CALL TO ORDER

Mayor Nomura called the meeting to order at 5:35 p.m.

ROLL CALL

Councilmembers present:
Councilmember Natalia Alarcon
Councilmember Gregg A. Carty
Councilmember Roy Lee
Vice Mayor Al Clark
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
Fidela Garcia, City Clerk
Steve Goggia, Community Development Director
John Ilasin, Public Works Director
Erin Maker, Environmental Program Manager
Brian Barrett, Assistant to the Public Works Director

CLOSED SESSION REPORT

Jena Acos, on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria, announced that the City Council met in Closed Session for the above-mentioned items, and noted there was no reportable action for neither item 1 or 2.

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

3. Ms. Kirsten Ayars of Ayars & Associates, representing Santa Barbara County Association of Governments (SBCAG), Caltrans, and the City of Carpinteria, providing an update on the Highway 101: Carpinteria to Santa Barbara project.

Presenter: Kirsten Ayars, Ayars & Associates (PowerPoint presented).

Speakers: Fred Luna, SBCAG and Lauren B. Klemann, SBCAG.

4. Ms. Melisa Villafuerte, Future Leaders of America (FLA) Carpinteria Youth Organizer, and youth leaders providing a presentation on advocacy work on banning smoking in multi-unit housing and making the city's existing moratorium of flavored tobacco permanent.

Presenters: Melisa Villafuerte, Edward Vences, Jamie Nunez, Hugo Alvarado (PowerPoint presented).

Speaker: Fred Shaw.

Emails read: Myte Ipatzi and Bernarda Martinez.

Mayor Nomura, Councilmember Carty and Councilmember Lee were in favor of agendizing a matter on the subject at a future city council meeting.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

Lt. Butch Arnoldi provided an update on the Neighborhood Watch program and crime in Carpinteria.

CITY MANAGER'S REPORT

City Manager Dave Durflinger provided a COVID-19 update.

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT

Speakers: Nirasha Rodriguez, Karen Graff, Kevin Twohy, and Lorraine McIntire.

Email read: George Lehtinen.

AGENDA MODIFICATIONS: None.

CONSENT CALENDAR:

No public comment was heard on consent items 5 through 7.

Motion by Councilmember Lee, seconded by Vice Mayor Clark, to approve the Consent Calendar Items 5 through 7.

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.

5. Approve the minutes of the regular City Council meeting of March 22, 2021 and special joint meeting of the City Council, Planning Commission and Architectural Review Board of March 29, 2021.

6. Receive and file the Expenditures for the period beginning March 13, 2021 and ending April 2, 2021.

7. Adopt Resolution No. 6039 to replace Resolution No. 6017 authorizing submittal of an application to secure a Local Early Action Planning (LEAP) grant 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). The proposed replacement resolution conforms to the State of California Housing and Community Development resolution format.

ADMINISTRATIVE MATTER:

8. 2021 Carpinteria-Summerland Fire Protection District Community Wildfire Protection Plan (CWPP) presentation by Carpinteria - Summerland Fire Protection District representatives.

   Recommendation: Receive and file.

Presenters: Robert Rappaport, Carpinteria-Summerland Fire Protection District Fire Marshall and David Kerr, Fire Protection District Consultant (PowerPoint presented).

No public comment was heard.

Report was received and filed.

9. Adoption of Resolution No. 6040, condemning hate crimes, hateful rhetoric and hateful acts against Asian Americans and Pacific Islanders, and authorizing sending letters of support under the Mayor's signature concerning federal and state legislation consistent with Resolution No. 6040.

   Recommendation: Adopt Resolution No. 6040, as read by title only and authorize sending letter under the Mayor's signature that support federal and state legislation consistent with Resolution No. 6040.

Presenter: Dave Durflinger, City Manager

No public comment was heard.

Motion by Councilmember Carty, seconded by Councilmember Alarcon to adopt Resolution No. 6040, as read by title only and authorize sending letter under the Mayor's signature that support federal and state legislation consistent with Resolution No. 6040.

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: None

OTHER BUSINESS:

10. A report on the current state of homelessness in Santa Barbara County and adoption of Resolution No. 6038, approving the Phase II Community Action Plan to Address Homelessness.

    Recommendation: 1. Receive a report on homelessness in Santa Barbara County, including a report on the Phase II Community Action Plan to address Homelessness, which identifies key strategies and priority areas to address homelessness and ensures compliance with the State of California requirements demonstrating a regional planning process; and 2. Adopt Resolution No. 6038, approving the Phase II Community Action Plan to Address Homelessness.

Presenters: Dave Durflinger, City Manager; Kimberly Albers, Santa Barbara County, (PowerPoint presented)

No public comment was heard.

Motion by Vice Mayor Clark, Seconded by Councilmember Lee to receive report on homelessness and adopt Resolution No. 6038.

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. Authorization for the City Manager to submit a letter request on behalf of the City for membership in the Black Gold Cooperative Library System.

    Recommendation: Authorize the City Manager to submit a letter request on behalf of the City for membership in the Black Gold Cooperative Library System.

Presenter: Dave Durflinger, City Manager

No public comment was heard.

Motion by Councilmember Lee, seconded by Councilmember Carty to authorize the City Manager to submit a letter request on behalf of the City for membership in the Black Gold Cooperative Library System.

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.

The City Council recessed to a break at 8:09 p.m., and reconvened at 8:20 p.m.

12. Initiation of Memorandum of Understanding negotiations with the County of Santa Barbara and the Housing Authority of Santa Barbara County regarding City interests associated with a Housing Authority of Santa Barbara County project located at 1101-1103 Bailard Avenue, Assessor's Parcel Number APN 001-080-045 and 001-080-046.

    Recommendation: Authorize the City Manager to initiate Memorandum of Understanding negotiations with the County of Santa Barbara and the Housing Authority of Santa Barbara County regarding issues associated with a Housing Authority of Santa Barbara County project located at 1101-1103 Bailard Avenue.

Presenters: Steve Goggia, Community Development Director, Dave Durflinger City Manager; John Polansky, Director of Housing Authority Santa Barbara

Speakers: Mike Wondoloski, Lorainne McIntire, Fred Shaw, Ralph Barbosa, and Gail Marshall.

Emails read: J.J. Gobbell and Susie Anderson.

Emails distributed: Carla Kroman, John Jackson, Russell Ruiz, James Bailard, and Mike Wondoloski.

Motion by Councilmember Lee, seconded by Councilmember Alarcon to authorize the City Manager to initiate Memorandum of Understanding negotiations with the County of Santa Barbara and the Housing Authority of Santa Barbara County regarding issues associated with a Housing Authority of Santa Barbara County project located at 1101-1103 Bailard Avenue.

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. 2020 Annual Integrated Pest Management Report

    Recommendation: Accept the report to be made available for public review and kept on file with the City Clerk.

Presenter: Matt Roberts, Parks, Recreation & Facilities Director

No public comment was heard.

Motion by Councilmember Lee, seconded by Councilmember Carty to accept the 2020 Annual Integrated Pest Management Program Report to be made available for public review and kept on file in the City Clerk's office.

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. Authorization to enter into a Landscape Maintenance Services Contract.

    Recommendation: Authorize the City Manager to execute a Landscape Maintenance Services Contract with Show Scapes, Inc.

Presenters: Matt Roberts, Parks, Recreation & Facilities Director and Tiffany Smith Parks & Recreation Maintenance Supervisor

No public comment was heard.

Motion by Vice Mayor Clark, seconded by Councilmember Lee to authorize the City Manager to execute a Landscape Maintenance Services Contract with Show Scapes, Inc. in an annual amount not to exceed an amount of $222,620.

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.

15. Authorization to issue a Notice Inviting Bids for Project No. 15120-2021 Pavement Rehabilitation Project.

    Recommendation: Authorize the Public Works Director to advertise the Notice Inviting Bids for Project No. 15120-2021 Pavement Rehabilitation Project.

Presenter: John Ilasin, Public Works Director

No public comment was heard.

Motion by Councilmember Lee, seconded by Councilmember Carty to authorize the Public Works Director to advertise the Notice Inviting Bids for Project No. 15120-2021 Pavement Rehabilitation Project.

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.

16. Resolution No. 6037, adopting the Road Maintenance and Rehabilitation Account Fiscal Year 2021-22 Project List.

    Recommendation: Adopt Resolution No. 6037, approving the Road Maintenance and Rehabilitation Account Fiscal Year 2021-22 Project List.

Presenter: Brian Barrett, Assistant to the Public Works Director

No public comment was heard.

Motion by Councilmember Alarcon, seconded by Councilmember Carty to adopt Resolution No. 6037, as read by title only, approving the Road Maintenance and Rehabilitation Account Fiscal Year 2021-22 Project List.

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 Dave Durflinger highlighted an email received from California Cities for Local Control soliciting the City to join their group. All councilmembers agreed to agendize a matter to consider what the group offers and what the City may hope to accomplish with membership.

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.

ADJOURNMENT

Mayor Nomura adjourned the meeting at 10:26 p.m.

_____
Wade T. Nomura, Mayor

ATTEST:

_____
Fidela Garcia, City Clerk

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 26, 2021

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning April 3, 2021 and ending April 16, 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 April 3, 2021 and ending April 16, 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: 04/03/2021 - 04/16/2021

Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
	VISTA FORD/LINCOLN OF OXNARD		04/08/2021	Regular	59,813.92	99182
231260	Invoice	04/08/2021	NEW VEHICLE FOR PUBLIC WORKS			
	ADELE GOGGIA		04/08/2021	Regular	1,200.00	99183
INV0002223	Invoice	04/08/2021	PAY PERIOD #7			
	SEIU LOCAL 620		04/08/2021	Regular	226.18	99184
INV0002232	Invoice	04/08/2021	Employee Union Dues Contribution			
	UNITED WAY OF SANTA BARBARA COUNTY		04/08/2021	Regular	24.00	99185
INV0002234	Invoice	04/08/2021	Employee United Way Contribution			
	VANTAGEPOINT TRANSFER AGENTS - 457		04/08/2021	Regular	4,437.89	99186
INV0002224	Invoice	04/08/2021	ICMA Employee Contributions			
INV0002225	Invoice	04/08/2021	ICMA Employee Contributions			
	ALL LANGUAGES INTERPRETING & TRANSLATI		04/08/2021	Regular	1,650.00	99187
27339	Invoice	04/08/2021	2 SPANISH INTERPRETERS FOR COUNCIL MEETING 3/8/21			
27387	Invoice	04/08/2021	2 SPANISH INTERPRETERS FOR COUNCIL MEETING 3/22/21			
	CANNON		04/08/2021	Regular	2,201.25	99188
75708	Invoice	04/08/2021	FEB21 PLAN CHECKS FOR 1075 CRAMER RD			
75709	Invoice	04/08/2021	FEB21 PLAN CHECKS FOR FAITH LUTHERAN CURCH			
75710	Invoice	04/08/2021	FEB21 PLAN CHECKS FOR 477 CONCHA LOMA			
	COASTAL VIEW NEWS		04/08/2021	Regular	1,333.00	99189
56811	Invoice	04/08/2021	ABOP ADVERTISING 3/11/21			
56817	Invoice	04/08/2021	RINCON TRAIL ENVIRONMENT IMPACT REPORT AD-03/11/21			
56819	Invoice	04/08/2021	ORDINANCE 742 ADVERTISING - 3/11/2021			
	DEWBERRY ENGINEERS INC.		04/08/2021	Regular	437.47	99190
1936875	Invoice	04/08/2021	DEC20-FEB21 PROJECT SERVICES FOR CARP AVE BRDG PRJ			
	JOY EQUIPMENT PROTECTION INC		04/08/2021	Regular	225.00	99191
80388	Invoice	04/08/2021	SEMI-ANNUAL TEST/SERVICE OF SUPRESSION SYSTEM			
	MISSION UNIFORM SERVICE		04/08/2021	Regular	77.20	99192
514331395	Invoice	04/08/2021	MAT & TOWEL REPLACEMENT AND MAINT. RENTAL UNIFORMS			
514374185	Invoice	04/08/2021	UNIFORM MAINTENANCE AND MAT REPLACEMENT			
	PERRY FORD MAZDA		04/08/2021	Regular	99.07	99193
51491861F	Invoice	04/08/2021	TRUCK REPAIR/MAINTENANCE			
	REAL GREEN LANDSCAPE		04/08/2021	Regular	1,323.29	99194
2741	Invoice	04/08/2021	MAINTENANCE AND IRRIGATION SYSTEM CHECK			
2743	Invoice	04/08/2021	TREE STAKES AND MAINTENANCE AT TOMOL PARK			
2744	Invoice	04/08/2021	MAINTENANCE AT VIOLA FIELDS			
2745	Invoice	04/08/2021	INFORMATION AND DEMONSTRATION OF IRRIGATION SYSTEM			
	TWO TRUMPETS COMMUNICATIONS		04/08/2021	Regular	5,520.00	99195
1157	Invoice	04/08/2021	FEB21 COMMUNICATIONS SERVICES			
	VENCO WESTERN INC		04/08/2021	Regular	5,194.58	99196
0154925-IN	Invoice	04/08/2021	MAR21 MONTHLY LANDSCAPE MAINTENANCE			
	COX BUSINESS		04/08/2021	Regular	318.69	99197
APR21 001 3011 0	Invoice	04/08/2021	APR21-POOL & GARDEN INTERNET & PHONE			

Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Payment Amount	Number
	MURALISM		04/08/2021	Regular	6,200.00	99198
029	Invoice	04/08/2021	BOATHOUSE MURAL			
030	Invoice	04/08/2021	LINDEN AVE SEAL & PUP SCULPTURE RESTORATION			
	SO CA EDISON		04/08/2021	Regular	8,977.18	99199
MAR2021 2-01-201	Invoice	04/08/2021	ELECTRICITY-4700 FOOTHILL RD			
MAR21 2-01-201-6	Invoice	04/08/2021	ELECTRICITY-MULTIPLE LOCATIONS			
MAR21 2-32-832-7	Invoice	04/08/2021	ELECTRICITY-941 WALNUT AVE & 4851 5TH ST			
	SO CAL GAS		04/08/2021	Regular	4,465.45	99200
MAR21 006 514 27	Invoice	04/08/2021	NATURAL GAS-5305 CARPINTERIA AVE APT B (POOL)			
MAR21 014 914 32	Invoice	04/08/2021	NATURAL GAS-5103 CARPINTERIA AVE (FRIENDS OF LIBR)			
MAR21 016 913 95	Invoice	04/08/2021	NATURAL GAS-5775 CARPINTERIA AVE (CITY HALL)			
	ANIMAL MEDICAL CLINIC		04/08/2021	Regular	1,680.00	99201
285939	Invoice	04/08/2021	MAR21 EMERGENCY OUT OF CONTRACT VET SERVICES			
286329	Invoice	04/08/2021	MAR21 CONTRACTED VET SERVICES			
286334	Invoice	04/08/2021	MAR21 DOG LICENSING ISSUANCE			
	DALE REDFIELD		04/08/2021	Regular	462.00	99202
04/01/2021	Invoice	04/08/2021	LIBRARY CONSULTANT SERVICES-03/18/21 TO 03/31/21			
	LIEBERT CASSIDY WHITMORE		04/08/2021	Regular	5,055.40	99203
1515396	Invoice	04/08/2021	PROFESSIONAL LEGAL SERVICES THROUGH 02/28/21			
1515397	Invoice	04/08/2021	PROFESSIONAL LEGAL SERVICES THROUGH 02/28/21			
	REAL GREEN LANDSCAPE		04/08/2021	Regular	207.26	99204
2739	Invoice	04/08/2021	MARKING PAINT FOR GOPHERS			
2740	Invoice	04/08/2021	EXTRA WORK DONE AT THE END OF LINDEN AVE			
	SO CA EDISON		04/08/2021	Regular	4,184.41	99205
MAR21 2-00-378-2	Invoice	04/08/2021	ELECTRICITY-MULTIPLE LOCATIONS			
	TRI-CO REPROGRAPHICS		04/08/2021	Regular	148.19	99206
136941	Invoice	04/08/2021	COLOR SCANNING, DE & REBIND, PDF EXTRACT-03/09/21			
136993	Invoice	04/08/2021	PDF EXTRACT/COMBINE & EMAIL-03/10/21			
137013	Invoice	04/08/2021	COLOR SCANNING, DE & REBIND, PDF EXTRACT-03/10/21			
137451	Invoice	04/08/2021	COLOR SCANNING, DE & REBIND, PDF EXTRACT-03/17/21			
137813	Invoice	04/08/2021	18X24 PRINT, COLOR A (LINES), STAPLING-03/24/21			
	UNDERGROUND SERVICE ALERT OF SOUTHER		04/08/2021	Regular	83.86	99207
DSB20200129	Invoice	04/08/2021	FEB21 CA STATE FEE FOR REGULATORY COSTS			
DSB20200759	Invoice	04/08/2021	MAR21 CA STATE FEE FOR REGULATORY COSTS			
	WEX BANK (76)		04/08/2021	Regular	163.45	99208
70951286	Invoice	04/08/2021	MAR21 FUEL FOR CITY VEHICLES			
	LICETTE MALDONADO		04/08/2021	Regular	166.68	99209
INV0002240	Invoice	04/08/2021	REIMBURSEMENT FOR PURCHASE OF CITY HALL SUPPLIES			
	BIG GREEN CLEANING COMPANY		04/15/2021	Regular	1,500.00	99210
575889	Invoice	04/15/2021	ANNUAL FLOOR MAINTENANCE AT VETS HALL			
	DUDEK		04/15/2021	Regular	3,445.00	99211
202101154	Invoice	04/15/2021	FEB21 ENVIRONMENTAL SERVICES FOR RINCON MULTI-USE			
	JUAN O'S MOBILE REPAIR		04/15/2021	Regular	300.00	99212
1355	Invoice	04/15/2021	PW TRUCK 317 BROKEN SHIFTER REPAIR			
	PROJECT SUPPORT SERVICES INC.		04/15/2021	Regular	281.25	99213
03092872	Invoice	04/15/2021	FEB21 PROJECT SERVICES FOR POOL MULTIPURPOSE			
	ROCKWELL PRINTING		04/15/2021	Regular	97.14	99214
37488	Invoice	04/15/2021	VACCINATION PARKING SIGNS			

Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Payment Amount	Number
	SANTA BARBARA COUNTY WATER AGENCY		04/15/2021	Regular	600.00	99215
593	Invoice	04/15/2021	POLLUTANT LOAD MONITORING/LAB ANALYSIS			
	SANTA BARBARA SAND & TOP SOIL CORP		04/15/2021	Regular	624.99	99216
189068	Invoice	04/15/2021	ROAD BASE FOR YARD MAINTENANCE - 5775 CARP AVE			
	SPECTRUM AQUATICS *		04/15/2021	Regular	181.02	99217
0193746-IN	Invoice	04/15/2021	COMMUNITY POOL ADA LIFT REPAIRS			
	STAPLES ADVANTAGE		04/15/2021	Regular	12.96	99218
3472049230	Invoice	04/15/2021	FINGERCOTS FOR FINGER CUTS/WOUND COVERING			
	THE STORAGE PLACE		04/15/2021	Regular	370.00	99219
52085	Invoice	04/15/2021	UNIT 0905 RENT 04/23/21-05/22/21			
	WEST MARINE PRODUCTS INC		04/15/2021	Regular	183.10	99220
7629661	Invoice	04/15/2021	POOL SUPPLIES - WIRE-DUP FLT			
	MISSION UNIFORM SERVICE		04/15/2021	Regular	181.46	99221
514417780	Invoice	04/15/2021	MAINTENANCE CREW NEW RENTAL UNIFORMS-03/22/21			
514461296	Invoice	04/15/2021	MAINTENANCE CREW NEW RENTAL UNIFORMS-03/29/21			
	AMY BLAKEMORE		04/15/2021	Regular	75.00	99222
ARB Q1 2021	Invoice	04/15/2021	ARCHITECT REVIEW BOARD JAN-MAR 2021			
	BRAD STEIN		04/15/2021	Regular	75.00	99223
ARB Q1 2021	Invoice	04/15/2021	ARCHITECT REVIEW BOARD JAN-MAR 2021			
	DAVID ALLEN		04/15/2021	Regular	60.00	99224
PC Q1 2021	Invoice	04/15/2021	PLANNING COMMISSION JAN-MAR 2021			
	GLENN D LA FEVERS		04/15/2021	Regular	60.00	99225
PC Q1 2021	Invoice	04/15/2021	PLANNING COMMISSION JAN-MAR 2021			
	JANE L BENEFIELD		04/15/2021	Regular	60.00	99226
PC Q1 2021	Invoice	04/15/2021	PLANNING COMMISSION JAN-MAR 2021			
	JASON RODRIGUEZ		04/15/2021	Regular	100.00	99227
ARB Q1 2021	Invoice	04/15/2021	ARCHITECT REVIEW BOARD JAN-MAR 2021			
	JIM REGINATO		04/15/2021	Regular	100.00	99228
ARB Q1 2021	Invoice	04/15/2021	ARCHITECT REVIEW BOARD JAN-MAR 2021			
	JOHN CALLENDER		04/15/2021	Regular	60.00	99229
PC Q1 2021	Invoice	04/15/2021	PLANNING COMMISSION JAN-MAR 2021			
	JOHN MOYER		04/15/2021	Regular	60.00	99230
PC Q1 2021	Invoice	04/15/2021	PLANNING COMMISSION JAN-MAR 2021			
	RICHARD E JOHNSON		04/15/2021	Regular	100.00	99231
ARB Q1 2021	Invoice	04/15/2021	ARCHITECT REVIEW BOARD JAN-MAR 2021			
	ADVANTAGE TELECOM		04/15/2021	Regular	73.43	99232
123885	Invoice	04/15/2021	APR21 EMERGENCY PHONE LINE SERVICES			
	AQUASOURCE		04/15/2021	Regular	4,426.27	99233
400575	Invoice	04/15/2021	BLUE TABLETS FOR COMMUNITY POOL			
	CANNON		04/15/2021	Regular	420.00	99234
75785	Invoice	04/15/2021	FEB21 CONSTRUCT. OBSERVATIONS FOR CARP CSD OFFICE			
	CARPINTERIA VALLEY WATER DISTRICT		04/15/2021	Regular	12,421.45	99235
CARP CITY 03/28/2	Invoice	04/15/2021	MAR21 WATER SERVICES 02/28/21-03/28/21			
MAR21 1554876	Invoice	04/15/2021	WATER SERVICE AT TEMPORARY METER			
	COAST AUTO PARTS, INC.		04/15/2021	Regular	849.13	99236
734420	Invoice	04/15/2021	BATTERY, FUSE FOR POOL ADA LIFT			

Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Payment Amount	Number
734969	Invoice	04/15/2021	OIL FILTERS FOR MULTIPLE CITY VEHICLES			
735024	Invoice	04/15/2021	BATTERIES FOR FORD SKIP LOADER #322			
	COX BUSINESS		04/15/2021	Regular	420.43	99237
APR21 001 3011 02	Invoice	04/15/2021	APR21-CITY HALL TV & INTERNET SERVICE			
APR21 001 3011 02	Invoice	04/15/2021	APR21-VETS HALL INTERNET SERVICE			
	EVERYWHERE RIGHT NOW		04/15/2021	Regular	1,952.00	99238
2794	Invoice	04/15/2021	ANNUAL HOSTING OF WEB ADDRESS, HUB & IP ADDRESS			
2806	Invoice	04/15/2021	MAR21 WEBSITE DEVELOPMENT FOR CITY WEBSITE			
	HOUSE SANITARY SUPPLY		04/15/2021	Regular	207.97	99239
248688	Invoice	04/15/2021	BATH TISSUE FOR PUBLIC RESTROOMS			
	LESLIE'S POOL SUPPLIES INC		04/15/2021	Regular	552.80	99240
00009-02-038389	Invoice	04/15/2021	15 GALLON CARBOY ACID FOR POOL			
	MCCORMIX CORP		04/15/2021	Regular	91.31	99241
979202	Invoice	04/15/2021	FUEL FOR CITY VEHICLES			
	MNS ENGINEERS INC		04/15/2021	Regular	10,767.50	99242
77227	Invoice	04/15/2021	JAN21 PROJ. OVERSIGHT SERVICES FOR HWY 101 PHASE A			
77399	Invoice	04/15/2021	FEB21 PROJ. OVERSIGHT SERVICES FOR HWY 101 PHASE A			
77521	Invoice	04/15/2021	FEB21 INSPECTION SERVICES FOR GREEN HERON PROJECT			
	RISDON'S 76 SERVICE		04/15/2021	Regular	45.00	99243
2829	Invoice	04/15/2021	CAR WASH FOR CODE COMPLIANCE VEHICLE-HM 03/28/21			
8602	Invoice	04/15/2021	CAR WASH FOR CODE COMPLIANCE VEHICLE-HM 03/19/21			
9589	Invoice	04/15/2021	CAR WASH FOR CODE COMPLIANCE VEHICLE-HM 03/21/21			
	SO CA EDISON		04/15/2021	Regular	29.85	99244
MAR21 700604790	Invoice	04/15/2021	ELECTRICITY-CARP AV/CSTS PAS 609			
	SO CAL GAS		04/15/2021	Regular	470.13	99245
MAR21 140 914 30	Invoice	04/15/2021	NATURAL GAS-941 WALNUT AVE (VETS HALL)			
	TRAFFIC TECHNOLOGIES LLC		04/15/2021	Regular	482.83	99246
37267	Invoice	04/15/2021	SIGN HARDWARE FOR REPAIR & NEW INSTALL			
37335	Invoice	04/15/2021	"THRU TRAFFIC MERGE LEFT" SIGNS FOR ROADWAY			
	VITAL RECORDS CONTROL		04/15/2021	Regular	85.90	99247
1980452	Invoice	04/15/2021	FEB21 CONTRACTED SHREDDING SERVICES			
2019232	Invoice	04/15/2021	MAR21 CONTRACTED SHREDDING SERVICES			
	WESTERN EXTERMINATOR COMPANY		04/15/2021	Regular	60.00	99248
7725416	Invoice	04/15/2021	MARCH 2021 PEST CONTROL AT VETS HALL			
	FIRST NATIONAL BANK OF OMAHA		04/15/2021	Regular	4,680.82	99249
MAR21 0503	Invoice	04/15/2021	CREDIT CARD PAYMENT-MR			
MAR21 1949	Invoice	04/15/2021	CREDIT CARD PAYMENT-SG			
MAR21 3696	Invoice	04/15/2021	CREDIT CARD PAYMENT-LM			
MAR21 6160	Invoice	04/15/2021	CREDIT CARD PAYMENT-JI			
MAR21 9003	Invoice	04/15/2021	CREDIT CARD PAYMENT-LH			
	CalPERS HEALTH		04/10/2021	Bank Draft	17,570.81	DFT0001546
APR21 PREMIUMS	Invoice	04/10/2021	APR21 HEALTH PREMIUMS CITY COUNCIL			
	CalPERS HEALTH		04/10/2021	Bank Draft	43,636.40	DFT0001547
APR21 PREMIUMS	Invoice	04/10/2021	APR21 HEALTH PREMIUMS			
	INTERNAL REVENUE SERVICE		04/08/2021	Bank Draft	15,232.02	DFT0001548
PR07 04/08/21	Invoice	04/08/2021	PR07 04/08/21 FEDERAL TAX PAYMENT			
	EDD-SIT		04/08/2021	Bank Draft	4,553.29	DFT0001549
PR07 04/08/21	Invoice	04/08/2021	PR07 04/08/21 SIT TAXES			

Warrant Register

Date Range: 04/03/2021 - 04/16/2021

Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Payment Amount	Number
	EDD-SDI		04/08/2021	Bank Draft	1,467.64	DFT0001550
PR07 04/08/21	Invoice	04/08/2021	PR07 04/08/21 SDI TAXES			
	VOYA FINANCIAL		04/08/2021	Bank Draft	1,081.94	DFT0001551
PR07 04/08/21	Invoice	04/08/2021	PR07 04/08/21 RETIREMENT CONTRIBUTIONS			
	CalPERS		04/08/2021	Bank Draft	5,137.72	DFT0001552
03/20/21-04/02/2:	Invoice	04/08/2021	PEPRA RETIREMENT 03/20/21-04/02/21 PR07			
	CalPERS		04/08/2021	Bank Draft	13,796.66	DFT0001553
03/20/21-04/02/2:	Invoice	04/08/2021	CLASSIC RETIREMENT 03/20/21-04/02/21 PR07			

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 26, 2021

ITEM FOR COUNCIL CONSIDERATION

Contracts Executed by the City Manager on behalf of the City for the Period of March 17, 2021, through April 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 March 17, 2021, through April 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 March 17, 2021, through April 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

_____
Signature

Reviewed by: Dave Durflinger, City Manager

_____
Signature

ATTACHMENT A

Report of Contracts Executed by the City Manager
Period of March 17, 2021, through April 16, 2021.

VENDOR	PURPOSE	AMOUNT
Oakridge Geoscience, Inc.	Agreement for Consultation Services: (Testing for Pedestrian Crossing Safety Improvements Project.) Proposal for Construction Materials Testing Services, City of Carpinteria Pedestrian Crossing Safety Improvements Project.	$12,120.00
Animal Medical Clinic	Vendor Agreements for Reoccurring Services as: Impound, Medical Services, Adoption, Euthanasia, Licensing and Emergency Services.	Flat Rate $1,500.00 Each Emergency $200.00 Vet. Fee per Hour $25.00 Per Dog Tag $5.00

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 26, 2021

ITEM FOR COUNCIL CONSIDERATION

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

STAFF RECOMMENDATION

Action Item ___ Non-Action Item __x__

Receive and file the report

Sample Motion: None required

BACKGROUND / DISCUSSION

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

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

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

POLICY CONSISTENCY

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

FINANCIAL CONSIDERATIONS

Cash Statement: At March 31, 2021, the City held cash and cash investments as shown in the table below.

Table I

CASH ACTIVITY FOR THE MONTH:		
Cash and Investment Beginning of the Month	$	13,537,013.27
Cash Receipts		2,241,908.62
Cash Disbursements		(3,436,874.72)
Cash and Investment End of the Month	$	12,342,047.17

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 March 31st the portfolio's average days to maturity was 1.60 years, the average coupon rate was 2.11%, the average yield to maturity was 0.16%, the par value was $4,865,000 and Market Value was $5,031,811.52.

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 October 1, 2021.

LEGAL

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

PRINCIPAL PARTIES EXPECTED AT MEETING

Unknown

ATTACHMENTS

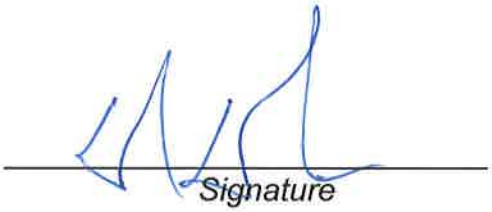
City of Carpinteria Treasurer's Report

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



Signature

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



Signature

City of Treasurer's Report

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

CASH ACTIVITY FOR THE MONTH:

Cash and Investment Beginning of the Month	$ 13,537,013.27
Cash Receipts	2,241,908.62
Cash Disbursements	(3,436,874.72)
Cash and Investment End of the Month	$ 12,342,047.17

CASH AND INVESTMENT PORTFOLIO:

Type of Investment/Coupon/CUSIP #	Institution/Issuer	Yield to Maturity	Maturity Date	# Days to Maturity	Par Value	Market Value (1)	Book Value (2)
Demand Deposit - General Checking	Montecito Bank	N/A	N/A	N/A	244,863.05	244,863.05	244,863.05
Demand Deposit - Premier Public Money Market	Montecito Bank	0.62%	4/1/2021	1	2,247,720.33	2,247,720.33	2,247,720.33
Demand Deposit - Section 125 Checking	Montecito Bank	N/A	N/A	N/A	6,044.28	6,044.28	6,044.28
Demand Deposit - Payroll Checking	Montecito Bank	N/A	N/A	N/A	2,000.00	2,000.00	2,000.00
Demand Deposit - Money Market	Charles Schwab	0.01%	4/1/2021	1	110,671.69	110,671.69	110,671.69
Local Agency Investment Fund	State of California	0.62%	4/1/2021	1	4,878,373.86	4,878,373.86	4,878,373.86
Treasury Note, 1.375% (912828Q78)	U.S. Government	0.11%	4/30/2021	30	101,000.00	101,094.69	101,378.75
Treasury Note, 1.375% (912828R77)	U.S. Government	0.13%	5/31/2021	61	90,000.00	90,196.88	89,913.36
Treasury Note, 1.125% (912828S27)	U.S. Government	0.13%	6/30/2021	91	93,000.00	93,247.03	92,581.69
Treasury Note, 1.125%, (912828S76)	U.S. Government	0.14%	7/31/2021	122	94,000.00	94,337.81	93,749.81
Treasury Note, 1.125%, (9128282F6)	U.S. Government	0.14%	8/31/2021	153	91,000.00	91,398.13	91,000.00
Treasury Note, 1.125%, (912828T34)	U.S. Government	0.15%	9/30/2021	183	91,000.00	91,483.44	90,982.35
Treasury Note, 1.25%, (912828T67)	U.S. Government	0.15%	10/31/2021	214	94,000.00	94,660.93	93,759.60
Treasury Note, 1.75%, (912828U65)	U.S. Government	0.14%	11/30/2021	244	95,000.00	96,068.75	94,954.72
Treasury Note, 2.0%, (912828U81)	U.S. Government	0.14%	12/31/2021	275	107,000.00	108,554.84	106,711.89
Treasury Note, 1.875%, (912828V72)	U.S. Government	0.15%	1/31/2022	306	130,000.00	131,950.00	129,304.11
Treasury Note, 1.875%, (912828W55)	U.S. Government	0.15%	2/28/2022	334	138,000.00	140,242.50	137,594.13
Treasury Note, 1.875%, (912828W89)	U.S. Government	0.15%	3/31/2022	365	132,000.00	134,351.25	131,530.54
Treasury Note, 1.875%, (912828X47)	U.S. Government	0.16%	4/30/2022	395	167,000.00	170,209.52	166,999.92
Treasury Note, 1.75%, (912828XR6)	U.S. Government	0.16%	5/31/2022	426	179,000.00	182,412.19	178,310.26
Treasury Note, 1.75%, (912828XW5)	U.S. Government	0.16%	6/30/2022	456	177,000.00	180,622.96	176,343.17
Treasury Note, 1.875%, (9128282P4)	U.S. Government	0.16%	7/31/2022	487	177,000.00	181,148.44	176,924.33
Treasury Note, 1.625%, (9128282S8)	U.S. Government	0.16%	8/31/2022	518	168,000.00	171,543.74	167,062.69
Treasury Note, 1.875%, (9128282W9)	U.S. Government	0.16%	9/30/2022	548	165,000.00	169,305.46	164,718.17
Treasury Note, 2.0%, (9128283C2)	U.S. Government	0.16%	10/31/2022	579	179,000.00	184,258.13	178,509.11
Treasury Note, 2.0%, (912828M80)	U.S. Government	0.17%	11/30/2022	609	175,000.00	180,414.06	174,454.00
Treasury Note, 2.125%, (912828N30)	U.S. Government	0.17%	12/31/2022	640	161,000.00	166,534.38	160,091.79
Treasury Note, 2.375%, (9128283U2)	U.S. Government	0.17%	1/31/2023	671	169,000.00	175,865.63	168,003.85
Treasury Note, 2.625%, (9128284A5)	U.S. Government	0.17%	2/28/2023	699	171,000.00	179,015.63	171,184.09
Treasury Note, 2.5%, (9128284D9)	U.S. Government	0.17%	3/31/2023	730	171,000.00	178,988.90	170,243.30
Treasury Note, 2.625%, (9128284U1)	U.S. Government	0.19%	6/30/2023	821	100,000.00	105,437.50	99,563.57
Treasury Note, 2.75%, (912828Y61)	U.S. Government	0.19%	7/31/2023	852	400,000.00	423,625.00	398,795.22
Treasury Note, 2.75%, (9128284X5)	U.S. Government	0.20%	8/31/2023	883	400,000.00	424,312.48	399,721.60
Treasury Note, 2.875%, (9128285D8)	U.S. Government	0.20%	9/30/2023	913	250,000.00	266,406.25	249,335.00

Treasury Note, 2.5%, (9128285Z9)	U.S. Government	0.22%	1/31/2024	1036	200,000.00	212,312.50	199,388.94
Treasury Note, 2.375%, (9128286G0)	U.S. Government	0.23%	2/29/2024	1065	200,000.00	211,812.50	199,264.00
					12,354,673.21	**12,521,484.73**	**12,342,047.17**

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 4/01/21 through 10/01/21.

WEIGHTED AVERAGE MATURITY OF PORTFOLIO

As of March 31, 2021 the weighted average days to maturity of the City's investment portfolio is 1.60 years.

FOOTNOTES TO REPORT/DEFINITION OF TERMS:

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

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

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

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

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
APRIL 26, 2021

ITEM FOR COUNCIL CONSIDERATION

Quarterly Review of Pension Stabilization Trust.

STAFF RECOMMENDATION

Action Item ___ Non-Action Item __x__

Receive and file the report

Sample Motion: None required

BACKGROUNG/DISCUSSION

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

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

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

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

POLICY CONSISTENCY

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

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

FINANCIAL CONSIDERATIONS

Portfolio Summary:

At March 31, 2021, the City held investments as shown in the table below.

Table 1

		Year to Date (YTD)	
Beginning Value		**$1,387,017.95**	
	Net Contributions	0.00	
	Interest	0.00	
	Dividends	6,518.67	
	Change in Market Value	(17,797.71)	
	Management Fees	(1,038.64)	
Ending Value		**$1,374,700.27**	
Market Value			**Asset Allocation**
	Fixed Income	868,661.08	63.2%
	Equities	444,891.44	32.4%
	Alternatives	61,147.76	4.4%
Total Account		**$1,374,700.27**	**100.0%**
YTD: 12/31/2020 - 3/31/2021			

Investments:

At March 31st the portfolio's estimated market value was $1,374,700.27, quarter to date (net of fees) of -0.89%, year to date (net of fees) of -0.89%, last 12 months (net of fees)

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

22.58%, and inception to date (net of fees) of 7.78%. Attached for City Council review is the statement from Benefit Trust as of March 31, 2021.

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

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

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

ATTACHMENTS

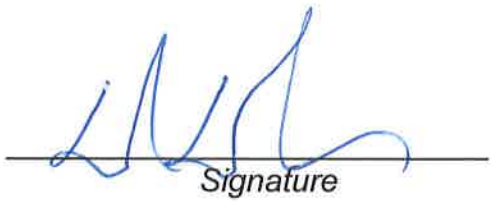
A. March 31, 2021 Performance Report

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



Signature

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



Signature

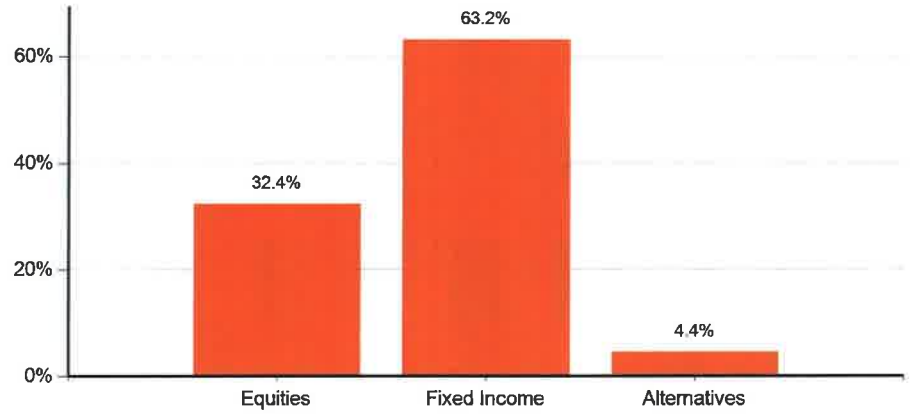
ATTACHMENT A
CITY OF CARPINTERIA CA-MUNI-PST
BENEFIT TRUST ACCOUNT

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

Portfolio Summary

Net of Fees | US Dollar
3/31/2021

Asset Allocation



Portfolio Summary

		Year to Date
Beginning Value	$	1,387,017.95
Net Contributions		-
Interest		-
Dividends		6,518.67
Change in Market Value		(17,797.71)
Management Fees		(1,038.63)
Ending Value	$	1,374,700.27

YTD: 12/31/2020 - 3/31/2021

Performance

	Market Value	Current Yield	Month to Date	Quarter to Date	Year to Date	Last 12 Months	Inception* to Date
Fixed Income	868,661.08	3.1	-1.42	-3.73	-3.73	7.64	5.83
Equities	444,891.44	0.5	-0.13	4.25	4.25	68.58	14.87
Alternatives	61,147.75	2.5	4.29	7.41	7.41	38.42	4.49
Total Account	**1,374,700.27**	**2.2**	**-0.76**	**-0.81**	**-0.81**	**22.94**	**8.10**
Total Account (Net of Fees)		**2.2**	**-0.79**	**-0.89**	**-0.89**	**22.58**	**7.78**
S&P 500 TR			*4.38*	*6.18*	*6.18*	*56.33*	*16.99*
MSCI EAFE			*2.30*	*3.59*	*3.59*	*44.72*	*7.11*
MSCI ACWI Ex US Net			*1.26*	*3.49*	*3.49*	*49.41*	*8.17*
Barclays Aggregate			*-1.25*	*-3.37*	*-3.37*	*0.71*	*5.15*
Barclays Global Agg Bd Unhedged			*-1.92*	*-4.46*	*-4.46*	*4.68*	*4.11*
50% MSCI ACWI/ 50% Barclays Agg			*0.71*	*0.56*	*0.56*	*25.30*	*9.51*

* Inception date: 6/30/2018

Performance for periods greater than one year are annualized.

PORTFOLIO APPRAISAL

CITY OF CARPINTERIA CA–MUNI-PST

BENEFIT TRUST ACCOUNT 7440

March 31, 2021

Quantity	Security	Security Symbol	Unit Cost	Total Cost	Price	Market Value	Pct. Assets	Cur. Yield
FIXED INC MUTUAL FUNDS								
TAXABLE BOND FUND								
14,723.638	BLACKROCK TOTAL RETURN FD BD FD BLKRK CL	MPHQ.X	11.52	169,663.00	11.83	174,180.64	12.7	2.5
8,858.831	GUGGENHEIM FDS TR INVT GD BD INSTL	GIUS.X	18.57	164,509.42	19.63	173,898.85	12.6	2.8
3,415.180	GUGGENHEIM FDS TR MACRO OPPTY R6	GIOS.X	26.37	90,058.41	27.25	93,063.66	6.8	4.4
11,923.087	PRUDENTIAL TOTAL RETURN BD FD	PTRQ.X	14.29	170,397.51	14.34	170,977.07	12.4	3.2
12,594.278	PRUDNTIAL GBL TOTL RTRN FD INC PGIM GBL TTL R6	PGTQ.X	7.04	88,667.75	6.78	85,389.20	6.2	4.2
14,370.417	WESTERN ASSET FDS INC	WAPS.X	11.55	166,037.88	11.91	171,151.67	12.5	2.7
				849,333.98		868,661.08	63.2	3.1
				849,333.98		868,661.08	63.2	3.1
DOMESTIC EQUITY MUTUAL FUNDS								
LARGE CAP FUND								
1,110.505	ALGER FUNDS CAP APP FOCS Y	ALGY.X	38.68	42,957.14	56.71	62,976.74	4.6	0.0
1,678.360	COLUMBIA FDS SER TR I	COFY.X	27.43	46,034.40	33.36	55,990.09	4.1	0.8
791.062	LEGG MASON PARTNERS EQUITY TR CLR BRID SL IS	LCSS.X	40.86	32,322.79	50.73	40,130.58	2.9	0.0
				121,314.33		159,097.40	11.6	0.3
MID CAP FUND								
1,282.442	ALGER FDS MD CP FOCUS Z	AFOZ.X	14.51	18,604.63	19.69	25,251.28	1.8	0.0
SMALL CAP FUNDS								
1,207.641	ALGER FDS SMALL CP FOCUS Z	AGOZ.X	20.60	24,879.66	31.65	38,221.84	2.8	0.0
436.314	UNDISCOVERED MANAGERS FDS BEHAVR VAL R6	UBVF.X	57.36	25,024.83	78.97	34,455.72	2.5	0.8
				49,904.49		72,677.55	5.3	0.4
				189,823.45		257,026.24	18.7	0.3
INTERNATIONAL MUTUAL FUNDS								
INTERNATIONAL EMERGING MARKET FUND								
170.299	AMERICAN FUNDS NEW WORLD F-2	NFFF.X	66.97	11,404.74	88.37	15,049.32	1.1	0.3
INTERNATIONAL FUND								
516.793	AMERICAN FUNDS NEW PERSPECTIVE F2	ANWF.X	46.64	24,104.02	61.60	31,834.45	2.3	0.3

"#carp-pst."

PORTFOLIO APPRAISAL

CITY OF CARPINTERIA CA–MUNI-PST

BENEFIT TRUST ACCOUNT 7440

March 31, 2021

Quantity	Security	Security Symbol	Unit Cost	Total Cost	Price	Market Value	Pct. Assets	Cur. Yield
1,594.736	GOLDMAN SACHS TR II GQG PARTNRS R6	GSIY.X	15.21	24,248.42	18.25	29,103.93	2.1	0.2
1,064.268	HARTFORD INTERNATIONAL VALUE Y	HILY.X	16.73	17,800.90	15.86	16,879.29	1.2	1.9
831.721	JOHN HANCOCK FDS III INTL GROWTH R6	JIGT.X	29.27	24,344.79	38.04	31,638.67	2.3	0.3
624.555	OAKMARK INTERNATIONAL INVESTOR	OANI.X	24.41	15,243.62	28.43	17,756.10	1.3	0.5
677.330	PRUDENTIAL WORLD FD INC JENNISON GBL Q	PRJQ.X	30.88	20,914.26	43.73	29,619.64	2.2	0.0
692.239	THORNBURG INVESTMENT INCOME BUILDER	TIBO.X	21.25	14,712.97	23.09	15,983.80	1.2	4.3
				141,368.98		172,815.88	12.6	0.8
				152,773.73		187,865.20	13.7	0.7
ALTERNATIVE INVESTMENT FUNDS								
ALTERNATIVE FUND								
2,639.007	COHEN & STEERS RLTY INCM NEW SHS CL Z	CSZI.X	16.22	42,798.42	17.52	46,235.40	3.4	2.8
622.905	PRUDENTIAL GLOBAL REAL ESTATE	PGRQ.X	23.45	14,607.52	23.94	14,912.35	1.1	1.7
				57,405.94		61,147.75	4.4	2.5
				57,405.94		61,147.75	4.4	2.5
TOTAL PORTFOLIO				**1,249,337.09**		**1,374,700.27**	**100.0**	**2.2**

"#carp-pst."

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 26, 2021

ITEM FOR COUNCIL CONSIDERATION

Acceptance of donations made to the City as listed in Attachment A,

STAFF RECOMMENDATION

Action Item _X_ ; Non-Action Item ___

1. Accept the in-kind and cash donations.

Sample Motion: I move to accept the donations to the City's Park Department for the in-kind donation and the monetary donations in support of the City Parks and Recreation Services.

BACKGROUND / DISCUSSION

In August 2020, James John Slevin and Vanessa De Luca donated a 15' 8" rowing dory for use by the Parks Department.

In February 2021, Paul Collins donated a bench.

In November 2020, Deborah Martel donated $1,525 for a Memorial Bench to be located at Veteran Memorial Building.

In December 2020, Marilyn Jenkins donated 15.000 shares of SIVB worth $5,248.50 to the Carpinteria Community Pool to make improvements at the pool facility.

In January 2021, Cheryl A. Howard contributed $150 in support of the Community Garden.

As a memorial for Pat Blakeslee, Sara Blakeslee donated $500.00 for a bench plaque at the Carpinteria Salt Marsh Reserve. JoAnn Fox, Janice Harrison, Denise & Diane Weisenborn, and Sally Graham made memorial donations for Pat Blakeslee in November 2020 for the reserve. Pat Blakeslee was an avid birder and docent at the Carpinteria Salt Marsh. In January 2021, Craig & Karrie Carey donated to the Carpinteria Salt Marsh Reserve fund.

In March 2021, Frank & Nancy Costello donated $1,950 for a bench to be located at the end of Linden.

In response to a unique opportunity for business promotion and community support, several companies and individuals sponsored pet waste bag stations located in our parks and in several neighborhoods.

FINANCIAL CONSIDERATIONS

The Parks and Recreation Department enjoys receiving support from the community and donations such as these help to provide residents and visitors alike a positive experience at our public venues.

The materials and funds received are directed by the donors to certain City programs such as the dog bag program, the Community Pool, adding a bench on Linden Avenue or in support of the Salt Marsh Nature Park or Community Garden. Last year, a rowing dory was donated that will be used in the Junior Lifeguard Program.

OPTIONS

Council could direct staff to return the gifted materials and funds.

ATTACHMENTS

Attachment A: Parks Department Donations Received from March 2020 to March 2021

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

Matthew Roberts
Signature

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

Signature

ATTACHMENT A
PARKS DEPARTMENT DONATIONS RECEIVED FROM MARCH 2020 TO MARCH 2021

Date	Donor	Item	Amount
08/2/2020	James John Slevin and Vanessa De Luca	Rowing Dory Donation	In Kind Donation
02/2/2021	Paul Collins	Bench	In Kind Donation
11/20/2020	Deborah Martel	Vets Hall Memorial Bench Donation	$1,525.00
12/11/2020	Marilyn Jenkins	15.000 shares of SIVB to the Carpinteria Community Pool	$5,248.50
01/28/2021	Cheryl A Howard	Community Garden Donation	$150.00
11/10/2020	Sarah Blakeslee	Bench Plaque Memorial at Salt Marsh Nature Preserve Donation	$500.00
11/20/2020	Jo Ann Fox	Salt Marsh Nature Preserve Memorial Donation	$25.00
11/20/2020	Sally Graham	Salt Marsh Nature Preserve Memorial Donation	$40.00
11/20/2020	Dennis & Diane Wiesenborn	Salt Marsh Nature Preserve Memorial Donation	$100.00
11/20/2020	Janice Hanson	Salt Marsh Nature Preserve Memorial Donation	$50.00
12/04/2020	Gudrun & Kenton Rodgers	Salt Marsh Nature Preserve Memorial Donation	$100.00
12/04/2020	Rita Summers	Salt Marsh Nature Preserve Memorial Donation	$50.00
12/04/2020	Kathleen Glanville	Salt Marsh Nature Preserve Memorial Donation	$100.00
12/10/2020	Doug & Jan Parker	Salt Marsh Nature Preserve Memorial Donation	$50.00
01/28/2021	Craig & Karrie Carey	Salt Marsh Nature Preserve Memorial Donation	$50.00
03/25/2021	Frank & Nancy Costello	Bench at End of Linden Donation	$1,950.00
03/27/2020	Phyllis Fenger	Sponsorship for Dog Bags Dispenser	$160.00
03/27/2020	Chris Galbraith	Sponsorship for Dog Bags Dispenser	$160.00
03/27/2020	Diane & Michael Ledbetter	Sponsorship for Dog Bags Dispenser	$320.00
03/27/2020	John Tilton	Sponsorship for Dog Bags Dispenser	$160.00
03/27/2020	Alan & Carol Koch	Sponsorship for Dog Bags Dispenser	$160.00
04/02/2020	David & Susan Allen	Sponsorship for Dog Bags Dispenser	$160.00
04/02/2020	Lorraine McIntire	Sponsorship for Dog Bags Dispenser	$160.00
04/09/2020	Carpinteria Beautiful	Sponsorship for Dog Bags Dispenser	$1,280.00
05/08/2020	Gail & Carl Marshall	Sponsorship for Dog Bags Dispenser	$160.00
05/08/2020	Citizens for the Carpinteria Bluffs	Sponsorship for Dog Bags Dispenser	$320.00
05/08/2020	Dinah & Ricardo Calderon	Sponsorship for Dog Bags Dispenser	$160.00
05/08/2020	Carolyn Friedman	Sponsorship for Dog Bags Dispenser	$160.00
05/14/2020	Carpinteria Veterinary Hospital	Sponsorship for Dog Bags Dispenser	$160.00
08/14/2020	Carpinteria Veterinary Hospital	Sponsorship for Dog Bags Dispenser	$160.00
09/03/2020	Kathryn Henry	Sponsorship for Dog Bags Dispenser	$160.00
10/15/2020	C-DOG	Sponsorship for Dog Bags Dispenser	$731.00
10/15/2020	C-DOG	Sponsorship for Dog Bags Dispenser	$160.00
		TOTAL	$14,669.50

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 26, 2021

ITEM FOR COUNCIL CONSIDERATION

A proposed food concession agreement located in the Linden Avenue right-of-way at its southerly terminus..

STAFF RECOMMENDATION

Action Item _X_ ; Non-Action Item ___

Staff recommends that City Council authorize the City Manager to execute the proposed food concession agreement for a one-year term with two one-year extensions.

Sample Motion: I move to authorize the City Manager to execute the subject food concession agreement.

BACKGROUND

Since 1993 the City has had a concession program that includes a beach store and a food concession at the end of Linden Avenue. Concessionaires, Penelope's Sno Cones (formerly Santa Barbara Sno Cones), have entered into an agreement with the City over the past nine years to operate a concession trailer as depicted on page 13 of this report. The concession operates adjacent to the sidewalk from a parking space on Linden Avenue close to the harbor seal sculpture at the southern terminus of the street. They have expressed an interest in entering into another agreement in order to continue this service (Attachment A).

DISCUSSION

A food concession at the beach provides a convenient service to tourists and residents visiting the beach and downtown areas. The concessionaire also provides a level of surveillance overseeing the street-end plaza.

The concessionaires are residents of Carpinteria and have provided reliable consistent service with a variety of choices, including hot dogs, chips, sodas, and snow cones, at competitive prices. The City designates one on-street parking space immediately adjacent to the harbor seal sculpture located at the intersection of Linden Ave. and Sandyland Rd. The concession operates during the day over the summer months and the vehicle is removed from the site each evening. The hours of operation are limited to no earlier than 7:00 a.m. and no later than 9:00 p.m. The vehicle may also be located for City sponsored special events at the beach, if so desired.

POLICY CONSISTENCY

Under the Land Use Element of the General Plan, it states the desire to maintain the positive benefits of tourism and refers to tourism in Appendix F, Glossary of Planning Terms as "the business of providing services for persons traveling for pleasure, tourism contributes to the vitality of the community by providing revenue to local business." Concessions at the beach conform to these statements by providing convenience services that support the local tourism economy.

If approved, the concessionaire will have a contractual relationship with the City based upon an agreed compensation. The agreement provides for City control of concession operations to ensure an appropriate outcome.

FINANCIAL CONSIDERATIONS

The concession has minimal fiscal impact. The compensation to the City covers staff time and utilities. The City allows the concessionaire to use City-provided electricity and water at the site.

The concessionaire shall pay two thousand one hundred dollars ($2,100.00) for the first year of the agreement, if an extension is granted, the amount will increase one hundred dollars ($100.00) for each additional one-year term. The cost of utilities used is very low, estimated at under thirty dollars ($30.00) per month. Previous years' contracts had similar terms. The concession fee is a negotiated amount originating from the original contract in 2012. Then it was based upon the performance of previous year's agreements with other concessionaires. The current fee is calculated from applying an annual upward adjustment of $100 per year bring it to a annual fee of $2,100 in 2021.

LEGAL

The concessionaire is required to obtain a City business license and all required health permits and insurance. Concessionaire provides evidence of insurance.

The City Council has the authority to enter into an agreement at its discretion.

OPTIONS

1. Council may authorize the City Manager to execute the concession agreement as presented.

2. Council may authorize the City Manager to execute the concession agreement with changes.

3. Council may provide alternate direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

No principal parties are expected to attend the meeting.

ATTACHMENTS

A. Request for Renewal
B. Proposed Agreement for Services
C. Proposed menu and price list

Staff Contact: Matthew Roberts
mattr@ci.carpinteria.ca.us
(805) 755-4449

Matthew Roberts
Signature

Reviewed by: Dave Durflinger, City Manager

Signature

Attachment A

Request for Renewal

From: Penny Gilbert <pennygilbert703@hotmail.com>
Sent: Thursday, April 1, 2021 7:02 PM
To: Ann Meyer
Subject: Shave ice business

Greetings,
Hope all are well. Getting to be that time of year again, and we are excited to start and have some normal, fun times. Roger and I are planning to open this Memorial weekend.
We understand that this is our renewal year for the 3 year contract. When convenient, please advise for a time to together and discuss any of your requests.
Last year was a very unique season, and we were very careful to keep safe and friendly with all beach fans.
I have a lot of people asking if you will be having the store this year.
Looking forward to meeting with you, and thank you for supporting a Carpinteria business. Thanking you both in advance.

Penny Gilbert
Penelope's Sno Balls

Sent from my iPhone

Attachment B

Proposed Agreement for Services Between the City and Roger and Penelope Gilbert

AGREEMENT FOR SERVICES
between
City of Carpinteria
and Roger and Penny Gilbert DBA
as Penelope's Sno Balls (Concessionaire)
For the Food Concession
at Carpinteria City Beach

THIS AGREEMENT is made as of this ___ day of May, 2021 by and between the City of Carpinteria (City) and Roger and Penelope Gilbert doing business as Penelope's Sno-Balls (Concessionaire), at Carpinteria, California, with reference to the following facts and intentions:

A. City and Concessionaire desire to provide a food cart concession at the Carpinteria City Beach;

B. To accomplish these goals City and Concessionaire desire to enter into this Agreement to provide a quality food cart concession at the Carpinteria City Beach.

NOW THEREFORE, IT IS AGREED THAT:

1. Services by Concessionaire: Concessionaire shall provide and operate a food concession to serve food and drink items to the general public at Carpinteria City Beach as specified herein.

2. Compensation to the City: Concessionaire shall pay two thousand one hundred dollars ($2,100.00) in three equal installments to the City prior to commencing concessionaire services at the location (see Section 3 below). The first installment ($700.00) will be due prior to May 15, 2021. The second installment ($700.00) is due prior to July 1, 2021, and the third installment ($700.00) will be made prior to August 1, 2021. An additional payment of one half (1/2) of the gross proceeds received by Concessionaire from any City Parks and Recreation Department sponsored special events that Concessionaire sells food will be due three (3) days following said event (section 4 below). The Concessionaire shall pay this agreed upon compensation to the City no later than the aforementioned due dates. If such payment is not made on time, the Concessionaire shall pay, in addition, a monthly service fee in the sum of 1.5% of the outstanding balance of the amount indicated for each thirty-day period following the due date, until paid in full.

3. Location: The location of the food concession shall be on the east side of the Linden Avenue beach parking area on the sidewalk between Sandyland Road and the sandy beach as determined by the City's Parks and Recreation Director. The concession is to remain stationary during hours in which it is in operation and must be removed from the area at the end of each day. Also, the size of the concession equipment and the location shall not interfere with any accessible pathway.

4. **Other Special Events:** At the sole discretion of the City, Concessionaire may provide food concession services at other City locations determined by the City during City Parks and Recreation Department Special Events. Examples of these types of Special Events include the Junior Lifeguard competitions Community Pool Events and the Carpinteria Triathlon. Such service shall include the same menu as being routinely served at the Location described above (Section 3).

5. **Hours and season of operation**: The primary season of operation is summer. The food concession operation may begin as early as May 15, 2021 and may continue through May 14, 2022, at which date this agreement expires. However, the concessionaire may be granted an extension of this agreement upon mutually agreed upon terms. Under no circumstances can the operation occur before 7:00 a.m. or after 9:00 p.m. daily. In the event that the Concessionaire does not operate at the specified site for fourteen (14) consecutive days during the summer season, July thru August, the contract may be deemed by the City to be terminated and in the event of such termination, concessionaire will remain liable for its full compensation to City as set forth in Section 2 above. Concessionaire may operate during months other than summer season based upon Concessionaire's convenience.

6. **Term of Agreement**: The term of this agreement shall begin on May 15, 2021 and shall end on May 14, 2022. However, if the Concessionaire has consistently complied with the Carpinteria Municipal Code provisions, Administrative Regulations or State and County Health and Safety Codes during the term of this agreement, and the concessionaire may be offered an extension of this term for as many as two additional one-year terms by a written extension at the City's sole discretion. This extension will be available at a rate of $2,200 for the period of May 15, 2022 to May 14, 2023 and a rate of $2,300 for the period of May 15, 2023 to May 14, 2024, if extended.

7. **Health Permits**: It is the responsibility of the Concessionaire to obtain all required health permits and to provide the City with duplicate permits as well as properly displaying them at the location of operation. Additionally, it is the responsibility of the Concessionaire to maintain a sanitary, healthful and safe operation at all times; and the failure to do so will constitute a material breach of this Agreement. Noncompliance with Carpinteria Municipal Code provisions, Administrative Regulations or State and County Health and Safety Codes may result in immediate termination of the contract. In the event of such termination, the Concessionaire will remain liable for its full bid amount as set forth in section 2 above.

8. **Business License**: It is the responsibility of the Concessionaire to obtain and properly display a City of Carpinteria business license while conducting business within the Carpinteria City limits.

9. **Liability and Worker's Compensation Insurance**: The City of Carpinteria requires the Concessionaire to obtain and maintain a one million dollar ($1,000,000) General Liability Insurance policy with a company approved by, and in a form satisfactory to the City' and provide a certificate of insurance to the City. Additionally, said insurance policy must include the following special endorsements:

   I. City of Carpinteria is to be included as an additional insured but only insofar as operations under this contract are concerned.

b. The insurer will not cancel or reduce the insured's coverage without thirty (30) days prior written notice to the City.

c. A Products Liability Endorsement

No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Concessionaire to furnish insurance during the term of the proposed contract. Said policy or policies shall be underwritten to the satisfaction of the City.

Furthermore, the City requires the Concessionaire to obtain and maintain a Statutory Workers' Compensation policy covering all Concessionaire's employees while performing any work incidental to the performance of this Agreement.

The Concessionaire shall provide the City with a certificate of insurance documenting the required insurance coverage prior to any Agreement becoming effective. The policies shall provide that no cancellation, expiration or reduction in coverage shall be effective or occur until at least thirty (30) days after receipt of a notice by the City describing changes in insurance coverage. Upon request by the City, the Concessionaire shall provide a certified copy of any insurance policy to the City within ten (10) working days.

10. Indemnification: Concessionaire indemnifies, defends and holds the City, and its officers, agents and employees, harmless from and against all claims, damages, losses and expenses, including attorneys' fees and costs, which arise out of, relate to or result from Concessionaire's obligations under, or its performance of services pursuant to this concession contract, whether caused by, or alleged to have been caused by, any act or omission, negligent or otherwise, of Concessionaire or any employee or subcontractor of Concessionaire.

11. Compliance with Laws: Concessionaire shall comply with all applicable laws in performing its obligations under this contract.

12. Labor Requirements: Concessionaire agrees to abide by all wage and labor laws of the Federal Government and State of California, and further agrees that no person shall be excluded from employment by the Concessionaire on the grounds of race, creed, color, gender, age, marital status or place of national origin. In this connection the Concessionaire agrees to comply with all City, State and Federal laws relating to equal opportunity rights and shall abide by the City's policies regarding unlawful discrimination, which policies and ordinances are incorporated herein by this reference.

13. Equipment description: Concessionaire, at Concessionaire's own expense, agrees to completely equip the concession and shall keep the same in good appearance and equipped in a safe and healthful manner throughout the term of this contract. The equipment shall include a hot or cold food vending cart or trailer in new or like new condition. The City reserves the right to inspect and approve or disapprove the Concessionaire's equipment for use in fulfilling the terms of this agreement. The intent of this stipulation is to ensure the Concessionaire's equipment is of appropriate dimensions and is in good appearance and that Concessionaire's operation remains within the original scope of a small-scale food concession concept. No signs, names or placards shall be installed or displayed by Concessionaire, except those permanently affixed to the cart and/or approved by the City. A photograph of the food vending cart showing adequate detail to assess the appearance of the cart must be submitted and approved by the City prior to use by concessionaire.

14. Menu and Prices: The City or its agent, reserves the right to review and/or disallow any menu or retail sales item proposed to be sold by the Concessionaire. Additionally, the City reserves the right to review and/or disallow the retail price suggested by the Concessionaire for any menu item. The intent of this stipulation is to ensure quality food items, fair pricing policies and that Concessionaire's operation remains within the original scope of a small-scale food concession concept. Additionally, the Concessionaire agrees not to store or serve food or beverages in glass containers.

15. Records: The Concessionaire agrees to keep and maintain good and sufficient books and records, including all records of financial transactions adequate to permit an audit of the gross sales for the concession described herein. Such books and records shall be available for the inspection of the officers, agents and employees of the City at all reasonable times. Such books and records shall be maintained for a period of two (2) years following the end of the term provided for herein.

The Concessionaire agrees that the City is entitled to conduct such audit of the records of the Concessionaire as the City may deem necessary, through its own employees or using an independent auditor, at the discretion of the City.

16. Termination: The City at its sole discretion shall have the right to terminate this agreement with twenty-four (24) hours written notice. Either party may cancel this Agreement without cause upon thirty (30) days written notice. Compensation to the City, however, will remain at the level agreed to herein (see above Section 3) in the event the Concessionaire cancels this Agreement. In the event the City cancels this agreement, the City may refund a portion of the compensation to the City to Concessionaire. If Concessionaire is not allowed to operate during the months of July and August during the term of this agreement, City may refund a prorated share of compensation based upon the percentage of July and August Concessionaire was disallowed from operating.

17. Evaluation: The Concessionaire shall furnish the City with reasonable opportunities from time to time to ascertain whether the services of the Concessionaire are being performed in accordance with this Agreement. An evaluation by the City will be conducted on the quality and efficiency of the services provided by the Concessionaire. The Concessionaire shall be evaluated on the following criteria for consideration of any contract extension:

a) Overall cleanliness of operation

b) Professionalism and courtesy of all employees

c) Relationship with participants, organizations and City staff

d) Other relevant criteria

e) Quality of product

18. General Provisions:

a) **Notices:** All notices, approvals, acceptances, demands and other communications required or permitted hereunder, to be effective shall be in writing and shall be delivered either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the party to whom the notice is directed at the address of such party as follows:

To City:	City Manager City of Carpinteria 5775 Carpinteria Ave. Carpinteria, CA 93013
With copy to:	Peter Brown Brownstein Hyatt Farber Schreck, LLP 21 East Carrillo St. Santa Barbara, CA 93101
To Concessionaire:	Roger and Penelope Gilbert 669 Olive Avenue Carpinteria, CA 93013 (503) 729-0925

Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its address by giving the other party written notice of its new address as herein provided.

b) **Independent Contractor**. The parties hereto, in the performance of this Agreement, will be acting in an independent contractor relationship and not as agents, employees, partners or joint ventures of one another. It is the express intention of the parties that the Concessionaire is an independent contractor and not the City's employee, that the employees of the Concessionaire and Concessionaire's subcontractors are not the City's employees and that the Concessionaire, its subcontractors and their employees are not entitled to any of the rights, benefits or privileges attributable to City employees. The Concessionaire shall have the control of the means, methods and details of performing the services required under this Agreement and shall only be subject to the general direction and supervision of the City to ensure the results contracted for are achieved.

c) **Assignment**. This Agreement shall not be assigned by the Concessionaire to any third party without the prior written consent of the City, who shall have the sole discretion to consent or not to consent to any proposed assignment. Any attempted assignment without approval of the City shall be voidable at the option of the City.

d) **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.

e) **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. The captions and heading of this Agreement are for convenience only and have no force and effect in the interpretation or construction of this Agreement.

f) **Severability**. 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 such invalidity, voidness or unenforceability, the parties hereto agree to enter into supplemental agreements to effectuate the intent of the parties and the purposes of this Agreement.

g) **Controlling Law**. This Agreement shall be construed in accordance with and governed by the laws of the State of California, with venue proper only in the County of Santa Barbara, State of California.

h) **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 entitles indicates.

i) **Entire Agreement**. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future rights to claim, contests or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the parties hereto have set forth their signatures as of the date and at the time first written above.

CITY

City of Carpinteria

By_____
Dave Durflinger
City Manager

CONCESSIONAIRE

By_____
Roger Gilbert

By_____
Penny Gilbert

Statement of Workman's Compensation Insurance

Penelope's Sno Balls intends to conduct business without any employees. Therefore, Workman's Compensation Insurance is not required. If we should decide to hire employees as a part our operations, we will procure workman's compensation insurance prior to using any employees and provide the City with a certificate evidencing said coverage in compliance with the terms of our Concession Agreement with the City.

May ___, 2021

By _____
Roger Gilbert

By_____
Penny Gilbert


Sno-Balls


Shaved-Ice

Attachment C

Proposed Menu and Price List

Hawaiian Shave Ice..... $3.00
Root Beer Floats..... $3.50
Nathan Hot Dogs..... $3.00
Sodas and Water..... $1.00
Chips, Candy Bars, Popcorn $1.00

Other treats may be offered and reviewed pertaining to content and price.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 26, 2021

ITEM FOR COUNCIL CONSIDERATION

Approval of a letter for Mayor's signature supporting the Community Project Funding request of the United Boys & Girls Club of Santa Barbara.

STAFF RECOMMENDATION

Action Item _X_; Non-Action Item ___

Approve the draft letter for the Mayor's signature and submittal to Congressmember Carbajal's office.

Sample Motion: I move to approve for the Mayor's signature the letter supporting the United Boys & Girls Club of Santa Barbara's Community Project Funding request.

BACKGROUND/DISCUSSION

From time-to-time the City Council elects to take positions on state or federal legislation, or in support of other agencies request for project, program or service funding.
The Mayor has been contacted by Michael Baker, Chief Executive Officer of the United Boys & Girls Club of Santa Barbara County (UBGC)(see Attachment A). A draft letter establishing the City's support for a funding request through federal Community Project Funding has been provided for City Council consideration.

POLICY

Supporting funding requests for projects, programs or services that will benefit the Carpinteria community or otherwise align with City interests, is within the purview of the City Council.

FINANCIAL CONSIDERATIONS

There are no hard costs associated with issuing a letter of support.

LEGAL AND RISK MANAGEMENT

Supporting the request of another entity for federal funding does not create additional legal risk for the City.

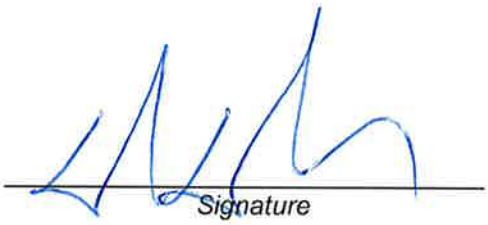
OPTIONS

1. Approve the draft letter for the Mayor's signature
2. Direct that staff make changes to the draft letter
3. Decline to take a position on SB 9.

ATTACHMENTS

A. Email request from United Boys & Girls Club of Santa Barbara County
B. Draft letter of support

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



ATTACHMENT A

From: Michael Baker <mbaker@unitedbg.org>
Sent: Wednesday, April 14, 2021 11:47 AM
To: Wade Nomura <wade@wadenomura.com>; Cathy Murillo (CMurillo@SantaBarbaraCA.gov) <CMurillo@SantaBarbaraCA.gov>; 'Paula Perotte' <pperotte@cityofgoleta.org>; 'Charlie Uhrig' <charlie.d.uhrig@gmail.com>; 'Holly Sierra' <hollys@cityofbuellton.com>; 'Osborne, Jenelle' <j_osborne@ci.lompoc.ca.us>
Subject: Support

Wade, Cathy, Paula, Charlie, Holly and Jenelle,

I am writing to you all today because we have an opportunity to apply for special funding from Congressman Salud Carbarjal. At this point all we would like to do is list your name and title as being supportive of the application. Here is the main verbiage of our application

The United Boys & Girls Clubs of Santa Barbara County (UBGC) is dedicated to ensuring that our community's at-risk children and teens have greater access to quality enrichment programs and services that enhance their lives and shape positive and successful futures. Our Clubs offer a safe space for all youth to develop life skills, positive relationships, and a more productive future. Some examples of the activities include homework assistance, organized athletics, computer lab, art and music lessons, Science Technology Engineering Art Math (STEAM) programming, and collaborative guest programs by other agencies.

Clubs offer free tutoring for K-12 students every weekday through Power Hour, our nationally acclaimed homework support program, which is crafted to improve school performance and proficiency while developing character, values, and responsibility. Power Hour tracks students' progress in attendance and achievement in literacy and math. Power Hour empowers kids to stay engaged in school and on track to higher education/career opportunities. The Boys & Girls Clubs are providing our members with educational support and life skills necessary to close the "opportunity gap" for low-income families.

Mentoring programs are a key component of the after-school and summer programming. Although we only charge $40 a year for membership, our costs are much higher. We have to fundraise each year to cover the expenses and we receive very minimal support from the state or federal government to offset the costs.

The project we are requesting funding for is out of school educational support for low-income youth who are Club members. Primarily, this involves two programs:

1. Summer Spectacular - Clubs will be open five days per week for 9 weeks throughout the summer (same activities as Super Saturdays)
2. Power Hour - Our Clubs host a daily Power Hour session to help kids with their homework. We will expand Power Hour to help kids catch up over the summer

When our Clubs reopened our doors as full-day Learning and Enrichment Centers in August 2020, we soon realized many of the students were struggling and in need of an extra layer of educational assistance. Our staff recognized early that our kids needed additional time with their school work: "We have second graders showing up that are still unable to recognize sight

words, unable to read or write at grade level, and something needs to happen to stop the learning loss before our students get farther behind." Executive Vice President – Laurie Leis.

Many families do not have the resources to support their child's learning at home. For example, many parents who still have jobs have no option but to work essential jobs, meaning they are away from home all day. Often, these families may not have a computer for their children to use to engage with online learning. Or, maybe there is one computer for a family of four.

Without extra support, we cannot expect teens from low-income families to keep up with their affluent peers, and we fear they may fall further behind their grade level, which could have long-term consequences on their future opportunities. Looking to the future, our organization anticipates a surge in the need for additional mental and emotional support over the summer to combat the increases in anxiety and depression among teens. The camp will help address this need.

On March 6, all five Clubs will be open on Saturdays from 10am -1pm for students in first through sixth grade. Summer and after school programs will offer tutoring in Math and English & Language Arts (ELA), fun educational projects in social sciences, sports clinics, and organized games. All programs will have an educational component that will improve literacy and math skills to get our kids back on track in their educational journey.

Our members are youth in kindergarten through 12th grade from areas surrounding our primary Club locations. The majority of the youth we serve are from low-income families and about half of our members are Latinx or African American.

UBGC programs and services promote the healthy development of boys and girls by instilling in them a sense of competence, belonging, and the capacity to influence others in meaningful ways. UBGC is uniquely qualified to meet the needs of our community's youth because of our history of success, holistic approach, ability to offer programs at little to no cost to eligible families, and proven methods. Boys and girls who join our Clubs are more likely to succeed in life. Boys & Girls Clubs of America studies have shown that if members attend at least 105 times per year, they are twice as likely to graduate from high school and live a healthy lifestyle, helping to break generational cycles of poverty.

Santa Barbara County now ranks second among California's 58 counties in its rate of poverty, according to just-released, deep-dive data on poverty in the state by the influential Public Policy Institute of California (PPIC). Many families throughout the county were facing poverty and inequities before the pandemic. One in four youth in Santa Barbara County face food insecurity. We are only beginning to see the long-term effects of the COVID-19 pandemic and closures of schools on our youth.

15. Justification for why this project represents a good use of taxpayer dollars *
Our Clubs have served as a lifeline to low-income families during the pandemic. Our Club aids in the prevention of future problems because we are building future leaders by helping kids do well in school, practice healthy habits, graduate on time with a plan for the future, and receive mentorship to ensure they are on a track for success. This prevents future problems including unemployment/poverty, unhealthy lifestyles, lack of education, and so much more. Through the positive environment and mentorship we provide, we are building future role models for other youth in their neighborhoods. This prevents a lack of positive role models for future generations.

We work hard to create an equitable and inclusive environment for our members, their families, and our staff, regardless of disabilities they may face. Members benefit from our affordable fees ($40 is the annual membership fee during normal times), drop-in and non-traditional hours, diverse activities, transportation, and proximity to schools and neighborhoods. We offer scholarships to low-income families, making it accessible to youth regardless of their economic status. No child is ever turned away due to their economic or immigration status.

Over the last 82 years, UBGC has developed a deep understanding of and connection with our community's needs. We are committed to cultural proficiency in all aspects of our programming, and many of our members and families are from the Latino community and prefer Spanish. More than half of our club staff is bilingual and bicultural. We provide Spanish-English interpreting for all family events and materials.

Our work is to offer guidance to youth in the following ways:
*Safety: Providing safe and fun places for kids to grow and thrive
*Life-Enhancing Programs: Delivering engaging programs focused on academics, health, and leadership
*Caring Mentors: Offering trained staff who guide, coach, and motivate kids to be successful

This year, in particular, our Clubs are serving as a safe and engaging environment for youth who may be facing unsafe or distracting environments at home, making it difficult for them to focus on their schoolwork. We know that teens are struggling with online learning and the isolation from friends and teachers.

Notes of Gratitude:
As a single mother that works full-time, the program has allowed me to attend work and not worry, because I knew my daughter was well taken care of. Leah now gets to attend her zoom classes, be with other children and focus on her school work. This past year has been difficult on everyone and the fact that the Boys & GIrls Club staff didn't mind working through this pandemic is a blessing and each employee is amazing."

- Tanya M.

"The staff helped my family when I had become too weak. We lost Nathaniel's father last October and I was overwhelmed, scared, and alone. I was worried about my son shutting down and taking on mt stress. The Boys & Girls Club allows kids to be kids. Ms. Angela gave Nathaniel hope and got him caught up with this work. They gave him the structure he needed when I couldn't. My son was able to have a team and a mom. I had people I trusted with him to guide him when I couldn't. The staff truly cares about these kids and it shows. You guys are super heroes."

- Amy D.

Elija is an example of our impact on members. Six year old Elija came to the Club with a host of issues, having daily manic breakdowns. Abandoned by his parents due to challenges with incarceration and addiction, his grandmother is his primary caretaker. During the pandemic, Grandma was pleading for help as she was unable to assist with his online learning. Elijah has gone from refusing to participate in his school zoom sessions to memorizing his password and eagerly showing the staff each day he can log on by himself. He finds joy in being a helpmate to the staff, has made multiple new friendships, and has not had breakdowns in the over three

weeks. His grandmother is amazed at his growth in the past month and has stated "he's like a new kid."

Could you each get back to me ASAP with an answer on if we can list your name and title as being supportive of this application? If you have any questions, concerns or comments please let me know.

All my best,

Michael Baker
Chief Executive Officer
United Boys & Girls Clubs of Santa Barbara County
Phone: 805-681-1315



ATTACHMENT B

CITY of CARPINTERIA, CALIFORNIA

April 26, 2021

Members of the City Council

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

The Honorable Congressman
Salud Carbajal
1411 Marsh Street Suite 205
San Luis Obispo, CA 93401

Re: Community Project Funding Request of the United Boys & Girls Club of Santa Barbara County

Dear Congressman Carbajal,

I am writing on behalf of the City of Carpinteria to support the United Boys & Girls Club of Santa Barbara County's (UBGC) request for Community Project Funding. The City Council reviewed information related to the request at its meeting of April 26, 2021, and found that the requested funding will meet needs in the Carpinteria community and allow for UGBC programming at the Carpinteria Club that is consistent with the City's interest in providing our youth opportunities for safe activities and personal growth.

Thank you for your leadership and for providing this opportunity for Community Project Funding. Once again, the City of Carpinteria is in full support of the request for funding made by the UBGC.

Yours,

Wade T. Nomura
Mayor

Cc. Michael Baker, United Boys & Girls Club of Santa Barbara

5775 CARPINTERIA AVENUE • CARPINTERIA, CA 93013-2603
(805) 684-5405 • FAX (805) 684-5304
www.carpinteria.ca.us

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 26, 2021

ITEM FOR COUNCIL CONSIDERATION

Award a Construction Contract for the 2021 Pavement Maintenance Project to VSS International, Inc.; and authorize the City Manager to execute an Agreement with Davis CME for construction management and inspection services.

STAFF RECOMMENDATION

Action Item _X_; Non-Action Item ___

1. Award a Construction Contract for the 2021 Pavement Maintenance Project to VSS International, Inc., in the Total Base Bid amount of $333,333.33.
2. Authorize the City Manager to execute and Agreement with David CME to provide construction management and inspection services for the 2021 Pavement Maintenance Project in an amount not-to-exceed $54,850.
3. Appropriate $422,000 from the Measure X Fund to Capital Improvement Projects Fund Expense Account No. 301-403-5780 and the associated transfer of $422,000 from the Measure X Fund to the Capital Improvement Projects Fund.

Sample Motion: I move to:

1. Award a Construction Contract for 2021 Pavement Maintenance Project to VSS International, Inc., in the Total Base Bid amount of $333,333.33.
2. Authorize the City Manager to execute and Agreement with David CME to provide construction management and inspection services for 2021 Pavement Maintenance Project in an amount not-to-exceed $333,333.33.
3. Appropriate $422,000 from the Measure X Fund to Capital Improvement Projects Fund Expense Account No. 301-403-5780 and the associated transfer of $422,000 from the Measure X Fund to the Capital Improvement Projects Fund.

(This motion requires a roll call vote)

BACKGROUND

On March 12, 2021, the Public Facility Site Acquisition/Development Committee (City Councilmembers 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 in this project:

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.

On March 22, 2021, the City Council authorized the Public Works Director to advertise the Notice Inviting Bids for the project. The general scope of work consists of crack treatment, asphalt concrete pavement replacements, and the application of microsurfacing.

The purpose of the agenda matter is for the City Council to both award a construction contract to VSS International, Inc. and authorize the City Manager to execute an Agreement with Davis CME to provide construction management and inspection services for the 2021 Pavement Maintenance Project.

DISCUSSION

On April 20, 2021, one bid was received from the following bidder:

Company Name	Total Base Bid
VSS International, Inc.	$333,333.33

The award of the construction contract is based on the lowest total base bid. Staff determined the lowest total base bid by VSS International, Inc. is responsive to the bidding requirements. See Attachment B for copy of bid. Staff also determined VSS International, Inc. to be responsible based on reference checks and any past contracts with the City. See Attachment C for the proposed Construction Contract. The Contract Time to complete the project is 45 working days from the date of the City's Notice to Proceed.

The Agreement with Davis CME is for construction management and inspection services. The details of the scope of work are shown in the proposed Agreement as Attachment D. Staff's Civil Engineer and Engineering Technician positions would typically perform the construction management and inspection of this type of project. However, both staff positions are vacant, and consulting services are currently needed to perform the construction management and inspection.

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 $422,000 from the Measure X Fund to Capital Improvement Projects Fund Expense Account No. 301-403-5780 (NC-21-001) and the associated transfer of $422,000 from the Measure X Fund to the Capital Improvement Projects Fund.

Revenue	
Measure X Funds	$422,000
Total	$422,000

Expense	
Construction Contract (Total Base Bid)	$333,333.33
Construction Contract Contingency (10%)	$33,333.33
Construction Management, Inspection, and Testing	$54,850
Total (rounded up to nearest thousand)	$422,000

The current balance of the Measure X Fund is approximately $2,242,360.

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. Award a Construction Contract for the 2021 Pavement Maintenance Project to VSS International, Inc.; and authorize the City Manager to execute an Agreement with Davis CME for construction management and inspection services. (Staff recommendation)

2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate. However, the project would be delayed.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A	Location Map
Attachment B	Bid
Attachment C	Construction Contract for VSS International, Inc.
Attachment D	Agreement for Davis CME

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

Signature

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

Signature

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

Signature

ATTACHMENT A

Location Map

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NORTH
NO SCALE
ARAGON DR.
BEGONIA DR.
ELEANOR DR.
CHANEY AVE.


NORTH
NO SCALE
CONCH LOMA DR.
CANALINO DR.
CALLE OCHO


NORTH
NO SCALE
EL PORTAL ST.
LA MESA PLAZA
SANTA ROSA LN.


ELM AVE.
YUCCA LN.
SIXTH PL.
LINDEN AVE.
NORTH
NO SCALE
EIGHTH ST.
SIXTH ST.
OLIVE AVE.
WILLOW PL.
PALM AVE.
OAK AVE.

ATTACHMENT B

Bid

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SECTION A3 - BID DOCUMENTS

CITY OF CARPINTERIA
CALIFORNIA

PROJECT: 2021 Pavement Maintenance Project

IMPORTANT NOTICE

BID DOCUMENTS:

All bids must be accompanied by the following completed forms:

a. Contractor's Bid

b. Bid Certificates

c. Bidding Schedule

d. Bid Bond or other acceptable guaranty

e. Bidder's Statement Regarding Insurance Coverage

f. List of Subcontractors

g. Bidder's License and Experience Statement

h. Noncollusion Affidavit

Failure to complete, sign where required, and return the above bid documents with the bid may render it non-responsive.

CONTRACTOR'S BID

PROJECT: 2021 Pavement Maintenance Project

April 13 ,20 21

The undersigned, as Bidder, declares that it has examined all of the Contract Documents contained in the above referenced Project and Bid, and that it shall contract with the City on the form of contract provided therewith to do everything necessary for the fulfillment of this contract at the price and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this bid: (1) Bidding Schedule, (2) Bid Certificate, (3) Bidder's License and Experience Statements, (4) List of Subcontractors, (5) Noncollusion Affidavit, and (6) Bidders Statement Regarding Insurance Coverage. We acknowledge that addenda numbers 1 to 1 have been delivered to us and have been examined as part of the contract documents.

Attached is a Bid Bond duly completed by a guaranty company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of our Bid, or alternatively there is attached a certified or cashier's check payable to the City, in the amount of at least 10% of the total amount of our Bid.

If our Bid is accepted, we agree to sign the contract form and to furnish the performance bond and the material and labor bond (each to be 100% of the bid amount) and the required evidences of insurance within ten (10) calendar days after receiving written notice of the award of contract.

We further agree if our Bid is accepted and a contract for the performance of the work is entered into with the City, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in Section C (General Provisions Modifications) Modifications to Standard Specifications, Section 6 (paragraph 6-7.1.1).

Bidders Mailing Address:

3785 Channel Drive

West Sacramento, CA 95691

California - Corporation
State of Incorporation/Formation (if entity)

VSS International, Inc.
(Name of Bidder)

Authorized Signature Jeff Roberts
(If Company is a Corporation, provide corporate resolution per Information for Bidders paragraph A2.05)

Senior Vice President
Title

BID CERTIFICATE
(if Corporation)

STATE OF California)
) SS:
COUNTY OF Yolo)

I CERTIFY that a meeting of the Board of Directors of VSS International, Inc., a corporation existing under the laws of the State of California, held on May 23, 20 17, the following resolution was duly passed and adopted:

"RESOLVED, that Jeff Roberts, as Senior Vice President of the Corporation, be and is authorized to execute the Bid dated April 20, 20 21, to the City of Carpinteria and that its execution of the Bid, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the corporation this 13th, day of April, 20 21.

Secretary Jordan Reed

(SEAL)

BIDDING SCHEDULE

PROJECT: 2021 Pavement Maintenance Project

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

The Owner reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Owner.

The Contractor shall perform an independent take off of the plans and bid accordingly. Quantities listed in the Bid Schedule is intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor will be reimbursed for the quantity of items required by the Contract Documents and shown on the plans to neat line and grade or as actually installed.

The Contractor will not be reimbursed for work performed for its convenience, or as required to adapt to field conditions, or work outside of that required by the Contract Documents.

The cost of all labor, material and equipment necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein.

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization	LS	1	$ 19,240.030	$ **19,240.03**
2	Traffic Control	LS	1	$ 179,040.000	$ **179,040.00**
3	Stormwater Pollution Control	LS	1	$ 5,610.000	$ **5,610.00**
4	Crack Treatment	LNMI	3	$ 7,150.000	$ **21,450.00**
5	AC Pavement Replacement (Case I)	SF	1,840	$ 14.350	$ **26,404.00**
6	Microsurfacing (Type II)	TON	400	$ 57.500	$ **23,000.00**
7	Adjust Utility Box, Water Valve Cover, and Utility Manhole Frame and Covers Sets to Grade	LS	1	$ 51,150.000	$ **51,150.00**
8	Traffic Striping	LS	1	$ 7,439.300	$ **7,439.30**
				TOTAL BID	$ 333,333.33

Total Bid (in words)
three hundred thirty three thousand three hundred thirty three dollars and thirty three cents

The award of bid will be based in part on the lowest Total Bid in the Bidding Schedule. The specific unit prices shall govern if there is a mathematical discrepancy in the figures. The Contractor shall notify the Engineer prior to construction, of any difference between estimated quantities and actual quantities.

The Owner reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

VSS International, Inc.
Company Name of Bidder

Authorized Signature
Jeff Roberts, Senior Vice President

BID BOND (10%)

PROJECT: 2021 Pavement Maintenance Project

KNOW ALL BY THESE PRESENTS, that we, the undersigned, VSS International, Inc. as Principal, and Western Surety Company as Surety, are hereby held and firmly bound unto THE CITY OF CARPINTERIA (hereinafter called "Owner") in the penal sum of Ten Percent of Amount Bid (10%) for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. Signed this 13th day of April, 2021.

The condition of the above obligation is such that whereas the Principal has submitted to THE CITY OF CARPINTERIA a certain bid made a part of this bond to enter into a contract in writing, for the 2021 Pavement Maintenance Project

NOW, THEREFORE,

(a) If said Bid shall be rejected; or in the alternate,

(b) If said Bid shall be accepted and the Principal shall, within the time and in the manner required in the "Notice Inviting Bids" and "Information for Bidders," execute and deliver a contract in the Form of the Agreement bound within the Contract Documents (properly completed in accordance with such Bid), shall furnish a bond for its faithful performance of such contract and for the payment of all persons performing labor or furnishing materials in connection with such contract, shall furnish the required certificates of insurance and endorsements and shall in all other respects perform the agreement created by the acceptance of such Bid;

then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims under this bond shall, in no event, exceed the penal amount of this obligation as stated.

The Surety, for value received, stipulates and agrees that the obligations of such Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and such Surety waives notice of any such extension. In the event suit is brought upon this bond by Owner and Owner prevails, Principal and Surety shall pay all costs incurred by Owner in such suit, including reasonable attorneys' fees and costs to be fixed by the court.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed and these presents to be signed by their proper officers, the day and year first set forth above.

VSS International, Inc.	Western Surety Company
Principal	Surety
By: Jeff Roberts, Sr. Vice President	By: Benjamin Wolfe, Attorney-in-Fact
SEAL	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Contra Costa)

On APR 13 2021 before me, Anibal Samuel Campos, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Benjamin Wolfe
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

ANIBAL SAMUEL CAMPOS
COMM. # 2230748
NOTARY PUBLIC • CALIFORNIA
CONTRA COSTA COUNTY
COMM. EXP. FEBRUARY 9, 2022

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steven N Passerine, Kathleen E Earle, Benjamin Wolfe, Anibal Samuel Campos, Chelsea Arnold, Individually

of San Ramon, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of May, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 7th day of May, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of April, 2021.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ACKNOWLEDGMENT

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

State of California
County of Yolo)

On April 13, 2021 before me, Maria Prado, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

MARIA PRADO
Notary Public - California
Yolo County
Commission # 2337236
My Comm. Expires Nov 13, 2024

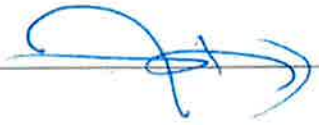
Signature _____ **(Seal)**

BIDDER'S STATEMENT REGARDING
INSURANCE COVERAGE

PROJECT: 2021 Pavement Maintenance Project

Bidder hereby certifies that it has reviewed the insurance coverage requirements in the Contract Documents. Should it be awarded the contract for the Project, Bidder further certifies that it can meet all the Contract Documents requirements for insurance including insurance coverage of its subcontractors.

VSS International, Inc.
Bidder

By 

Jeff Roberts, Senior Vice President
Title

04/13/2021
Dated

LIST OF SUBCONTRACTORS

Section 4101 of the Public Contract Code requires the Bidder to list below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (.5%) of the prime contractor's total bid. The Bidder shall also list below the portion of the Work which will be done by each subcontractor under this Contract. The Bidder shall list only one subcontractor for each portion as is defined by the Bidder in its Bid. The Bidder shall perform not less than forty percent (40 %) of the Work with its own forces (i.e., without subcontracting). The forty percent requirement shall be understood to refer to the portion of the Work, the value of which totals not less than forty percent of the Contract Price. Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection.

Work to be Performed	Subcontractor's License Number	Subcontractor's DIR Number	Percent of Total Bid	Subcontractor's Name & Address
Crack Seal	1051374	1000064823	5.85%	Pavement Rehab Co. 1181 Princess Ct. Costa Mesa, CA 92626
Paving	1051374	1000064823	11.70%	Pavement Rehab Co. 1181 Princess Ct. Costa Mesa, CA 92626
Striping	374600	1000000306	2.03%	Chrisp Company 2280 South Lilac Ave. Bloomington, CA 92316
Utility Adjustment	215952	1000000076	19.95%	Hardy & Harper 32 Rancho Circle Lake Forest, CA 92630

Note: Attach additional sheets if required.

BIDDER'S LICENSE AND EXPERIENCE STATEMENT

The Bidder shall furnish the following information. Failure to comply with this requirement will render the bid informal and may cause its rejection. Additional sheets may be attached if necessary. Should the contract be awarded to the Bidder, then the legal address described below shall be used for all communications and notices with the Bidder.

Bidder hereby certifies that it has reviewed the insurance coverage requirements specified in the Contract Documents. Should it be awarded the contract for the work, Bidder further certifies that it can meet all the Contract Documents requirements for insurance including insurance coverage of its subcontractors.

(1) Address: 3785 Channel Drive
West Sacramento, CA 95691

(2) Type of Firm: Individual _____ Partnership _____ Corporation x

(3) Telephone: 916-373-1500

Facsimile: 916-373-0183

(4) Bidder's License:

Primary Class: A
License No: 293727
Expiration Date: 03/31/2023
DIR No: 1000001231

The Bidder is required to hold a valid Class A contractor's license at the time of bid, when the Contract is awarded, and for the duration of the Contract.

Supplemental classifications held, if any: B, C12

(5) Names and titles of all members of the firm:

Jeffrey Reed, President
Jeff Roberts, Senior Vice President
Jordan Reed, Secretary/ Treasurer

(6) Number of years a contractor in construction work of this type: 46

(7) Five comparable projects recently constructed by Bidder:
(Bidder shall also include its subcontractor's experience for all types of work covered by its bid. Additional sheets may be used.)

PROJECT NO. 1

Owner Name: See Attached: Contractor Experience and Qualifications
Contact Name:
Contact Address:

Telephone:
Contract Amount:
Date Started:
Date Completed:

Design Engineer:
Contact Name:
Contact Address:

Telephone:

Construction Manager:
Contact Name:
Contact Address:
Telephone:

PROJECT NO. 2

Owner Name: See Attached: Contractor Experience and Qualifications
Contact Name:
Contact Address:

Telephone:
Contract Amount:
Date Started:
Date Completed:

Design Engineer:
Contact Name:
Contact Address:

Telephone:
Construction Manager:
Contact Name:
Contact Address:

Telephone:

PROJECT NO. 3

See Attached: Contractor Experience and Qualifications

Owner Name:
Contact Name:
Contact Address:

Telephone:
Contract Amount:
Date Started:
Date Completed:

Design Engineer:
Contact Name:
Contact Address:

Telephone:

Construction Manager:
Contact Name:
Contact Address:

Telephone:

PROJECT NO. 4

See Attached: Contractor Experience and Qualifications

Owner Name:
Contact Name:
Contact Address:

Telephone: _____
Contract Amount: _____
Date Started: _____
Date Completed: _____
Design Engineer: _____
Contact Name: _____
Contact Address: _____

Telephone: _____
Construction Manager: _____
Contact Name: _____
Contact Address: _____

Telephone: _____

PROJECT NO. 5

See Attached: Contractor Experience and Qualifications

Owner Name: _____
Contact Name: _____
Contact Address: _____

Telephone: _____
Contract Amount: _____
Date Started: _____
Date Completed: _____

Design Engineer: _____
Contact Name: _____
Contact Address: _____

Telephone: _____

Construction Manager: _____
Contact Name: _____
Contact Address: _____

Telephone: _____

(8) List of References

The following information should contain persons or entities familiar with the Bidder's Work. All five references shall be provided and all information listed must be completed:

1. Name of Agency: See Attached: Contractor Experience and Qualifications
Agency Address and Telephone _____

Contact Person: _____
Type of Construction Project: _____
Contract Amount: _____

2. Name of Agency: See Attached: Contractor Experience and Qualifications
Agency Address and Telephone _____

Contact Person: _____
Type of Construction Project: _____

Contract Amount: _____

3. Name of Agency: See Attached: Contractor Experience and Qualifications
Agency Address and Telephone _____
_____
Contact Person: _____
Type of Construction Project: _____
Contract Amount: _____

4. Name of Agency: See Attached: Contractor Experience and Qualifications
Agency Address and Telephone _____
_____
Contact Person: _____
Type of Construction Project: _____
Contract Amount: _____

5. Name of Agency: See Attached: Contractor Experience and Qualifications
Agency Address and Telephone _____
_____
Contact Person: _____
Type of Construction Project: _____
Contract Amount: _____

(9) Date and person who inspected site of the proposed work for your firm:

Name: Parrish Bowes
Date: April 19, 2021

(10) The Bidder represents that it has personally examined the site, carefully read the Contract Documents and satisfied itself as to its ability to perform the work for the project, including all attending difficulties.

(11) The Bidder acknowledges by affixing its signature hereto, that it is aware of any and all representations made herein, which are made under the penalty of perjury.

Name of Bidder: VSS International, Inc.

Signature of Bidder: _____

Print Name and Title: Jeff Roberts, Senior Vice President

NONCOLLUSION AFFIDAVIT
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

STATE OF California)
) SS:
COUNTY OF Yolo)

Jeff Roberts, being first duly sworn, deposes and says that he or she is Senior Vice President of VSS International, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Dated: 04/13/2021

Bidder: VSS International, Inc.

By: _____
(Signature)

Title: Jeff Roberts, Senior Vice President

Subscribed and sworn to before me this 13 day of April, 2021

_____
Maria Prado Notary Public

(SEAL)

MARIA PRADO
Notary Public - California
Yolo County
Commission # 2337236
My Comm. Expires Nov 13, 2024

www.slurry.com

01/17/2020

To Whom It May Concern:

I, Jordan Reed, duly-elected Secretary of VSS International, Inc., state that the following resolution is a true and exact copy of that resolution adopted by the Board of Directors of VSS International, Inc., May 23, 2017.

"NOW, THEREFORE, be it resolved that Jeff Roberts as duly elected Senior Vice President, be authorized to sign any and all bids and/or contracts, and/or legal documents for VSS International, Inc., a California Corporation, and that his signature shall be binding on the corporation."

Jordan Reed - Secretary
VSS International, Inc.
A California Corporation
3785 Channel Drive
West Sacramento, CA 95691

Pine Mountain Club
Property Owners Association, Inc.

Letter of Recommendation

February 26, 2019

To Whom It May Concern:

We have been using VSS International annually for the past five years to apply a micro-fiber seal coat to our roads in Pine Mountain Club, California. We are a small POA in the mountains above Southern California, with elevations from 5000 to 6500 feet. Our temperatures range between 0-90° throughout the year. In the winter we can see 2-4' of snow. The surface holds up well to the snow plows and there is no notice of any damage caused by the plows. This is a very durable surface coating and continues to perform well year after year.

This process has proven to be very cost effective to our Association; adding many years of life to our roads at a fraction of the cost. We are very satisfied with VSS International and the work they have completed for us. We also appreciate the fact that they stand behind their work and will evaluate and repair any damage caused to the surface. We hope to continue our relationship with VSS for many years.

PINE MOUNTAIN CLUB PROPERTY OWNERS' ASSOCIATION

Ron Nesbitt
Maintenance Operations Manager

RN:gp

Town of Apple Valley

Engineering

A Better Way of Life

November 20, 2018

Valley Slurry Seal
3785 Channel Drive
West Sacramento, CA 95691

RE: Letter of Support for the 2019 ISSA President's Award for Excellence

To Whom It May Concern:

The Town of Apple Valley is pleased to support VSS International's (VSSI) nomination for the 2019 ISSA President's Award for Excellence. One of the Town's key priorities in the Vision 2020 strategic plan is to provide adequate and well-maintained infrastructure for Apple Valley's residents and businesses to live and grow. The focus of the engineering department over the past year has been resurfacing our 420 miles of paved roads.

Between September 2017 and November 2018, VSSI was awarded multiple contracts to provide Microsurface Type II, Chip Seal, Double Fiber Microsurface, and Cape Seal on roughly 100 miles of local roads. VSSI's staff worked diligently with Town staff to ensure minimal disruptions to residents and continued access to businesses. The quality of their work transformed residential roads that were in disrepair and, more importantly, extended their useful life saving tax payer dollars.

VSS has shown professionalism and skill time and time again. The project is a reflection of their work. The Town and the residents are pleased with the outcome.

Sincerely,

Rich Berger
Project Manager

DEPARTMENT OF TRANSPORTATION
DISTRICT 7, Construction
18730 S. Wilmington Ave. Suite 103
Rancho Dominguez, CA 90220
(310) 609-0264 Ext 221 office
(310) 609-0288 fax

07-3W6604
07-LA-1-0.0/21.9

November 6, 2019

VSS International Inc
3785 Channel Drive
Sacramento, CA 95691

Subject: Slurry Seal Reference Letter

The State of California Department of Transportation, District 7, Division of Construction, South Bay Field Office is pleased to support VSS International in the placement of slurry seal Type III pavement preservation.

VSS International was our low bidder on our 2018 Slurry Seal and Replace Asphalt Concrete Surfacing Project on both directions of Pacific Coast Highway from Orange County line to Artesia Blvd, 22 miles in total length. We find that VSS International work quickly and responsibly and have done the difficult coordination with various cities, namely City of Long Beach, Los Angeles, Torrance, Redondo Beach, and Hermosa Beach.

VSS international has shown professionalism and skill on the work that they do.

Sincerely,

Sam Gallardo, P.E.
Resident Engineer

City of Seattle
Edward B. Murray, Mayor

Department of Transportation
Scott Kubly, Director

October 5, 2015

VSS International, Inc.
P.O. Box 981330
West Sacramento, CA 95798
ATTN: Jeff Roberts COO

Dear Mr. Roberts

I am writing to thank you for the excellent job the VSS team did on the recently completed 2015 Non-Arterial Maintenance project. The Seattle Department of Transportation was very pleased with the outcome of this project. Matt Ferguson, Ivan Russ, and the rest of your team were highly responsive to our needs and very professional with our staff and their requests. Constructing projects in a highly congested urban environment such as Seattle is never easy to do, but your team's flexibility and good communications made the project go smoothly and generated positive feedback from nearby residents and businesses. We would not hesitate to invite your company to bid again on future projects and would heartily recommend your firm to other potential clients.

Sincerely,

Brian Glas, PE

RECEIVED
OCT 12 2015
VSS INTERNATIONAL

Seattle Municipal Tower
700 5th Avenue
Suite 3800
PO Box 34996
Seattle, Washington 98124-4996

Tel (206) 684-ROAD / (206) 684-5000
Fax: (206) 684-5180
Hearing Impaired use the Washington Relay Service (7-1-1)
www.seattle.gov/transportation

County of San Diego

RICHARD E. CROMPTON
DIRECTOR

DEPARTMENT OF PUBLIC WORKS
5510 OVERLAND AVE, SUITE 410
SAN DIEGO, CALIFORNIA 92123-1237
(858) 694-2212 FAX: (858) 694-3597
Web Site: www.sdcounty.ca.gov/dpw/

RECEIVED
SEP 22 2014
VSS INTERNATIONAL

September 16, 2014

To Whom It May Concern:

VSS International, Inc. (VSS) worked for the County of San Diego, Department of Public Works, as the prime contractor on the Slurry Sealing of Various County Roads project from October 2013 to July 2014. During this project, VSS performed the following types of work: asphalt concrete removal and replacement, slurry seal type II and III, traffic control, water pollution control, striping and other related work. As the Construction Project Manager for the contract, VSS was cooperative and efficient at placing slurry on this countywide project. They worked quickly and provided a large coordinated traffic control team to minimize impacts to the traveling public.

VSS performed their work in a professional manner, completed their work on budget and ahead of schedule, and would be recommended for any organization in need of this type of work.

If you need further information, please contact me at (858) 694-2892 or by email at Mathew.Brady@sdcounty.ca.gov.

Sincerely,

MATHEW L. BRADY, P.E., QSD
Senior Civil Engineer

ATTACHMENT C

Construction Contract for VSS International, Inc.

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CONTRACT

PROJECT: 2021 Pavement Maintenance Project

AMOUNT OF CONTRACT: $ 333,333.33

THIS AGREEMENT, made and entered into this 26th day of April, 20 21, by and between the City of Carpinteria (hereinafter referred to as "Owner") and VSS International, Inc., hereinafter referred to as "Contractor".

IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS SET FORTH BELOW, THE PARTIES AGREE as follows:

ARTICLE I: GENERAL

Contractor agrees to perform and complete in a workmanlike manner all work required under the Bidding Schedule of Owner's Contract Documents entitled 2021 Pavement Maintenance Project and in accordance with its Specifications and Drawings, to furnish at its own expense all labor, materials, equipment, tools, transportation, and services necessary therefor, except such materials, equipment and services as may be stipulated in the Specifications to be furnished by Owner, and to do everything required by the Agreement and the Contract Documents, for the sum of $ 333,333.33 .

ARTICLE II: PAYMENT

For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement, the said Specifications, Drawings and other Contract Documents; for all loss and damages arising out of the nature of the work,, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Owner, and for all risks of every description connected with the work; for all expenses resulting from the suspension or discontinuance of work, except as are expressly stipulated in the Contract Documents to be borne by Owner and for completing the work in accordance with the requirements of the Contract Documents Owner will pay, and said Contractor shall receive, in full compensation therefor, the above named price.

ARTICLE III: CONSIDERATION

Contractor agrees to perform the work according to the terms of this Agreement for the abovementioned price and owner agrees to pay Contractor at the time, in the manner, and upon the conditions stipulated in the Contract Documents. Owner and Contractor, for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants contained in this Agreement and in the Contract Document.

ARTICLE IV: WAGES

The general prevailing rates of per diem wages and general prevailing rate for holiday and overtime work in the locality in which the work is to be performed have been determined by the Owner. Said general prevailing rates of per diem wages are incorporated and made a part of this Agreement. The Contractor agrees that it, or any subcontractor under it, will pay not less than the foregoing specified prevailing rates of wages to all workmen employed in the execution of the Contract.

Any contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

ARTICLE V: HOURS AND WORKING CONDITIONS

The Owner is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth this Agreement and will be complied with by the Contractor.

ARTICLE VI: CONTRACT TIMES

The Work shall be completed within 45 working days from the commencement date stated in the Notice to Proceed.

ARTICLE VII: LIQUIDATED DAMAGES

Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the time specified in Article 2, plus any extensions thereof allowed in accordance with the terms of the Contract Documents. The parties also recognize that the amount of Owner's actual damages in the event of such delays are impractical and infeasible to determine at this time. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the Owner $700 for each day that expires after the time specified in Article 2, plus any extensions, until actual completion of the Work. The payment of liquidated damages pursuant to this Article is for the limited purpose of compensating Owner for the costs and expenses associated with the delay in receiving the benefits and use of the Work and not for other damages that may be incurred by the Owner. The Contractor's responsibility for or payment of liquidated damages shall not in any way preclude the Owner from pursuing any of its other remedies under the Contract Documents or Laws for the Contractor's failure to complete the Work in a timely manner or otherwise satisfy its obligations as required by the Contract Documents.

ARTICLE VIII: ASSIGNMENT

No assignment by a party to this Agreement of any rights under or interests in the Contract Documents will be binding on another party without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

Owner and Contractor each binds itself, its successors, assigns and legal representatives to the other party, its successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE IX: COMPONENTS OF AGREEMENT

The Notice Inviting Bids, Information for Bidders, Contractor's Bid, Bid Certificates, Bidding Schedule (2 sheets), Bid Bond or other acceptable guaranty, Bidder's Statement Regarding Insurance coverage, List of Subcontractors, Bidders License and Experience Statement, Noncollusion Affidavit, Agreement Certificates, Material and Labor bond, Performance Bond, Certificate of Compliance, Worker's Compensation Certificate, Notice of Award, Acknowledgment of Notice of Award, Insurance Endorsements, Sole Proprietor Statement, Escrow Agreement for Security Deposits in Lieu of Retention, Notice to Proceed, Closeout Agreement and Release of Claims, Insurance Specifications for Construction Contracts, Labor Provisions, General Provision Modifications (incorporating Provisions, Standard Specifications for Public Works Construction (latest edition), as modified), Special Provisions, Statutory Provisions, Specifications, Drawings and all Addenda issued by the Owner with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

APPROVED AS TO FORM:

_____

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

APPROVED AS TO CONTENT:

_____

City Engineer

ATTEST:

_____

City Clerk

BUSINESS TAX COMPLIANCE

_____

Business Tax and Permit Inspector

OWNER
City of Carpinteria, a Municipal Corporation

By _____
Mayor

CONTRACTOR

By _____

_____

Title

ATTACHMENT D

Agreement for Davis CME

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AGREEMENT FOR CONSULTANT SERVICES

Construction Management/Inspection Services for 2021 Pavement Maintenance Project

THIS AGREEMENT FOR CONSULTANT SERVICES ("**Agreement**") is made and effective as of the 26th day of April , 2021 by and between the City of Carpinteria, a municipal corporation ("**City**"), and Davis CME ("**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 Fifty Four Thousand Eight Hundred Fifty Dollars ($54,850.00) as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

4.2 **Additional Services**. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Basic Services, unless such Additional Services are authorized in advance and in writing in the method provided for herein. Consultant will submit fee estimates for such Additional Services upon request of City.

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

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

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

5. **RECORDS.**

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

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

5.3 **Original Records**. Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys,

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

6. TERMINATION.

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

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

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

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

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

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

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

9. **INDEMNIFICATION.**

Indemnification for Professional Liability. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any of its officials, 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:
Matt Davis, Principal Engineer
Davis CME
1431 Olive Street
Santa Barbara, CA 93101
P:(805) 450-7949
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. Consult acknowledges its obligation to secure payment of Workers' Compensation before beginning work as set forth in the attached Exhibit D ("Acknowledgement of Workers' Compensation Obligation") which is incorporated by this reference as through set forth in full. Additionally, Consultant is required to comply with all statutory requirements relating to certified payroll records, including the maintenance of the records, their certification, and their availability for inspection.

12.8 **Discrimination**. No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Consultant shall comply with all local, state, and federal laws relating to equal employment opportunity rights.

12.9 **Assignment**. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City, which shall have the sole discretion to consent to any proposed assignment. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.

12.10 **Waiver**. No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12.11 **Force Majeure**. Neither Consultant nor City shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

12.12 **Construction of Terms**. All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged

invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.

12.13 **Controlling Law**. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement, with venue proper only in the County of Santa Barbara, State of California.

12.14 **Authorization**. All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.

12.15 **Entire Agreement**. This Agreement, along with its attached exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives any future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver or estoppel.

12.16 **Counterparts**. This Agreement may be executed in counterparts, each of which shall remain in full force and effect as to each party.

12.17 **Severability.** In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

"CITY"
City of Carpinteria

By:_____
David Durflinger, City Manager

"CONSULTANT"
Davis CME

By:_____
Matt Davs, Principal Engineer /
Construction Manager

APPROVED AS TO FORM:
City of Carpinteria

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

EXHIBIT A

TASKS TO BE PERFORMED

April 13, 2021

John Ilasin, Public Works Director
City of Carpinteria
5775 Carpinteria Ave
Carpinteria, CA 93013

Dear Mr. Ilasin,

Davis CME (Construction/Management/Engineering), is grateful to have the opportunity to propose on Construction Management and Inspection services for the City in support of the **2021 Pavement Maintenance Project**.

Matt Davis and Davis CME are committed to providing the best attainable quality and highest value to our projects and clients, and the appropriate level of service for each assignment. Following with this Cover Letter is a concise proposal that provides brief detail on our background, experience, project approach/scope, and estimated staff hours proposed. If any other additional information is desired, we would be happy to provide further proposal documentation.

Our experience with municipal public works projects includes Construction Management/Resident Engineering, as well as Field Inspection service, and we are prepared to deliver an efficient and combined CM/Inspection role as primary support to this project, with additional partial-duration secondary inspection as well. We propose to fulfill the support primarily with Matt Davis, PE, and additional secondary support will come from our veteran roster of industry professionals.

Davis CME staff are all extremely local to the City, remain completely available, and will therefore be able to deliver extremely responsive service, with a focus on the specific needs of the City of Carpinteria, and with the appropriate amount of coverage to this project. We are intimately familiar with the systems necessary to manage the project controls, to maintain the appropriate records, and to coordinate project data continuously with our City public works contacts. Additionally, our staff resources are fully available and ready for this commitment as requested by the City and as proposed herein.

The approach and magnitude of services described in this proposal is based on our understanding of the City's request, brief review of the plans and specs provided, and on our experience in delivering successful CM/Inspection support to projects of this scale and nature. Still, if the City views any details in our attached documents differently, we welcome more conversation to develop our understanding further and to reach a mutually agreed upon approach.

We know that we can deliver the best attainable CM/Inspection quality of service and at the most economical rates for the City, and we look forward to demonstrating this to you on the 2021

Pavement Maintenance Project. If there is any additional information that we can provide on our background, experience, or services, please do not hesitate to ask...and feel free to check out our website for more information on our firm, www.DavisCME.com.

Thank you again for the opportunity to propose our services, and please feel free to contact me anytime directly at 805-450-7949, or via email at matt@daviscme.com.

With appreciation,

Matt Davis, PE
Principal Engineer/Construction Manager

DAVIS Construction - Management - Engineering
www.DavisCME.com
1431 Olive Street
Santa Barbara, CA 93101
805-450-7949

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I. FIRM BACKGROUND

After a decade working as a consulting Civil Engineer, Project/Construction Manager, and Inspector, as well as prior construction and public agency experience, Davis CME was formed to provide project management, construction management, inspection, and civil engineering services to local public agencies in our home region. Matt Davis has been delivering these types of services to our local agencies since 2010, and has a breadth and depth of hands-on related construction and engineering experience dating back to 1995.

The launch of Davis CME creates a great opportunity to offer improved service and attention to our local Agency partners...improvements in quality, flexibility, availability, and economy, with the leanest rates in the industry! As a new local small business we are lean and nimble, unencumbered by weighty overhead expenses or by cumbersome legacy systems and procedures. We are pleased to be able to offer our decades of veteran experience, adapted to just the appropriate level of service to suit your specific projects, and without abusing the budget. Agencies choosing DCME can feel good about supporting local small business, local families, and without any compromise to quality, service, or value.

FIRM NAME: **Davis CME** (Construction-Management-Engineering), www.DavisCME.com

CONTACT: **Matt Davis**, matt@daviscme.com, 805-450-7949

ADDRESS: **1431 Olive Street, Santa Barbara, CA 93101**

Financial Relationships

Davis CME is a fully independent, transparent, and un-encumbered organization. We are currently organized as a sole-proprietorship, with no financial relationships or obligations to any other individual, organizations, or any other entities.

As touched on in the preceding Cover Letter and reinforced throughout the document, this truncated proposal format will aim to illustrate our experience and proficiency with the subject work, accurate understanding of the support requested by the City, and the details of the scope/approach that qualify our support as the most appropriate level of service for this assignment. Davis CME is able to balance the technical and administrative needs of the project, the specific expectations of the City, and the realistic constraints of the construction project context to provide a high-quality and high-value approach.

This proposal includes a focused and concise explanation of our experience, our proposed services, and the specific content requested by the City. Our general approach will be to provide a combined CM/Inspection role by Matt Davis, with added inspection support during slurry lay-down periods. This efficient and nimble approach will leverage the technical and managerial expertise required, will fulfill the realistic quality needs of the project during active periods, but will still respect the reasonable budget constraints of this project for the City. The support delivered in this approach will include full-service administration of the necessary project tasks, as well as the inspection/observation requirements in the field throughout the work. Davis CME is in a unique position to offer the significant experience and qualifications of Mr. Davis at very competitive rates and in an extremely fluid and adaptable manner. The comprehensive tasks

covered by this support are further detailed and described further in the document, in the Approach/Scope of Services section.

II. STAFF EXPERIENCE

Davis CME brings extensive, relevant, and successful experience to this opportunity, and we are confident that the following content will demonstrate this as well—though we are also confident that City is already be familiar with the work of Mr. Davis from past projects.

Mr. Davis has been offering professional engineering and construction service in the region since 2000, including as a Public Works Project Engineer and Supervisor at the City of Santa Barbara, and as a Project Manager/Estimator on the private-contractor side, not to mention the past decade as an Engineering and Construction Management Principal consultant supporting public works project assignments.

EXPERIENCE = UNDERSTANDING

- ✓ Mr. Davis has over 20 years of applicable engineering and construction experience contributing to the related skill set necessary to be successful on the City's projects.
- ✓ Experience on a variety of similar public works projects, including specific experience working with John Ilasin, equates to an exacting level of understanding that will be critical for supporting the City successfully.
- ✓ Armed with the thorough understanding of the project technical aspects and City staff/systems, Davis CME is extremely well-prepared to fulfill full-service support roles.

Highlighting areas of Mr. Davis's past experience that contribute to his body of knowledge and qualifications, we share the following:

- Educationally, Mr. Davis holds a degree in **Civil Engineering** as well as a minor in **Construction Management** from Cal Poly, SLO, and has been a **licensed Civil Engineer** in California since 2008.
- Mr. Davis worked successfully and advanced swiftly in the **City of Santa Barbara's Public Works Department, Construction Section**, first as a Project Engineer, then as a **Supervisor of the Public Works Inspectors group**. The direct experience gained in guiding projects through the City system was invaluable experience that absolutely could not have been learned outside a public agency. This experience as an agency employee enables Mr. Davis to understand and relate to City systems and protocol accurately and effectively.
- Of Mr. Davis's 20+ years in construction and engineering, he has spent over **8 years on the private-contractor** side of projects, directly responsible for building and managing the work as a project engineer, estimator and project manager. Hands-on field experience cannot easily be taught or trained, and is significantly different than lessons learned in school or at an engineering firm. This real-world practical exposure serves to round-out the formal engineering understanding he brings, resulting in a more realistic—and effective—technical approach to project challenges. This hands-on experience has proven extremely valuable in managing construction contractors and field staff when conflicts, disputes, or potential claims arise.

- Building on previous educational and professional steps, Mr. Davis's current position over the **past decade as an engineering and construction consultant**, leverages these past varied experiences in combination as tremendous assets in establishing his qualifications as a best-in-field professional. As a consultant since 2010, he has worked solely on public works projects in the tri-county region, in a range of roles from field inspector to Construction Manager, and including Program/Project Management, Resident Engineer, Structures Representative, or combination of several of these roles in tandem. Of the myriad roles, projects, and client experiences over this 10-year period, all project assignments were completed successfully and with positive client feedback.

Further experience and qualification for Mr. Davis is contained in the attached sample resume, included in the appendix of this proposal document.

III. EXAMPLE PROJECTS AND REFERENCES

While we could identify many past successful projects that have similar characteristics to the elements of this work, for brevity and in reference to the proposal content requested in the RFP, we will just list several pertinent projects as appropriate examples of our past experience, along with corresponding project contacts/references.

OLD TOWN SIDEWALK IMPROVEMENTS PROJECT	City of Goleta

This significant project in the heart of Goleta is extremely impactful in creating new much-needed infrastructure for safe pedestrian travel as well as better-defined roadway and traffic-control improvements. Extensive community interaction, coordination, and outreach was a key to success beyond just the technical construction throughout the work. Project is currently on track to be completed very early and well within budget.

Mr. Davis's role included Resident Engineer, technical support to the field inspection activity, and support to City Public Works staff.

(This project also recently won APWA Project of the Year, Central Coast Chapter)

PROJECT CONTACT: James Winslow, Senior Project Engineer, 805-448-9877
James Campero, Deputy PW Director, 805-832-1045

PUNTA GORDA ST BRIDGE REPLACEMENT, SYCAMORE CREEK CHANNEL WIDENING	City of Santa Barbara

Mr. Davis played a significant combined role as Structures Representative, Field Inspector, and eventually Resident Engineer on this critical first segment of the Sycamore Creek Widening and Bridge Replacement Program. The project included over 300 feet of channel widening, bridge demolition, and construction of a new precast bridge deck structure supported on CIDH pile foundation system. The project challenges also included daily environmental MMRP

coordination, and significant utility relocation and coordination, especially with Southern California Edison Transmission, Distribution, and District divisions

Mr. Davis's role included daily onsite Structures Rep and Inspector oversight, and eventually adopted Resident Engineer duties as well.

(This project was the first opportunity Mr. Davis had to work together with John Ilasin)

PROJECT CONTACT: John Ilasin, Carpinteria Public Works Director, 805-880-3402 (formerly at City of Santa Barbara)

CATHEDRAL OAKS REHABILITATION – FULL DEPTH RECLAMATION	City of Goleta

Though significantly technical and challenging, this road rehab project was constructed on time and under budget. Noteworthy similarities on this project example include significant neighborhood coordination, interaction with traveling public including peds and bikes, utility coordination, traffic control sequencing, etc.

Mr. Davis's role included Resident Engineer, technical support to the field inspection activity, and support to City Public Works staff.

PROJECT CONTACT: (was formerly Marty Milan, now retired) Joe Ririe, PEI, Design Engineer, 805-801-4625

SANTA ROSA ROAD WIDENING	City of Camarillo

While only described as a road widening project, this multi-faceted project included significant structural concrete retaining wall improvements, extensive utility coordination and relocation, roadway infrastructure construction, and ped/bikeway enhancements and ADA improvements.

Mr. Davis supported the project as Resident Engineer as well as co-inspector to the technical field operations and City staff coordination.

PROJECT CONTACT: Eric Maple, CIP Project Manager, 805-319-6545

We are proud of the legacy of our participation on successful projects, client relationships, and community ties that we have built over the past two decades; we look forward to continuing—and improving on—our contributions to the public works community for decades to come. In addition to the contacts listed with the example projects above, below are several more of our valued client relationship contacts that can speak directly to our performance on their projects. We encourage you to reach out to our client contacts for their perspective on the value we can bring to your assignments.

Carson Wollert Supervising Engineer	City of Santa Barbara 630 Garden Street SB, CA 93101	805-564-5376	cwollert@santabarbaraca.gov
Brian D'Amour Deputy Director/ City Engineer	City of Santa Barbara 630 Garden Street SB, CA 93101	805-897-2661	bdamour@santabarbaraca.gov
Manuel Guzman Construction Engineering Manager	City of SLO 919 Palm Street SLO, CA 93401	805-781-7423	mguzman@slocity.org
Matt Horn Deputy Director/ City Engineer	City of SLO 919 Palm Street SLO, CA 93401	805-781-7191	mhorn@slocity.org

IV. Project Approach & Scope of Services

GENERAL APPROACH AND STAFFING PLAN SUMMARY

The general approach to this proposed work will be to provide a primary role to cover combined PM/CM and Field Inspection tasks, up to the capacity of the single primary individual. Additional support will then be included when task demands on the project surpass the capacity of the primary CM/PM-Inspection role, such as during slurry lay-down activities. This secondary role will cover field inspection and tasks as needed during portions of the construction contract, but is not an anticipated need for the entire duration. Matt Davis is currently proposed as the primary PM/CM-Inspector, and the secondary Inspector will be an experienced staffer from our roster of industry veterans.

DCME POTENTIAL STAFF ROSTER

- ✓ **Matt Davis, PE** (Principal PM/CM)
- ✓ **Marco Pecile** (Asst CM & Senior Inspector)
- ✓ **Jack Heinz** (Senior Inspector)
- ✓ **Arlie Williford** (Technical Advisor)
- ✓ **Jesse Wheeler** (Asst CM & Senior Inspector)
- ✓ **Mark Williams** (Senior Inspector)
- ✓ **John Ornelas** (Senior Inspector)
- ✓ **Shane Strong** (Senior Inspector)
- ✓ **Chris Davis, PMP** (Contract Administration)
- ✓ (And other individuals at the ready pending specific project assignment)

Our staff capabilities include sufficient expertise on all tasks and scope that may arise in the support of this project, and we are prepared to tackle the complete management, oversight, and inspection of this work independently and completely. We welcome any input or cooperation desired by City Staff, though we are prepared to support all elements ourselves, with only updates, communication, and coordination necessary from our City Project Manager point of contact.

SCOPE OF SERVICES

Reflecting the scope content described by the City, following is a general description or explanation of the potential scope that we are prepared to administer in support of this project. We have used the scope description shared by the City, but have also added or modified some points to help expand and to clarify what we understand our anticipated duties to include.

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.

EXAMPLE DELIVERABLES

DAILY:
- Inspector Daily Report + Photos
- Qty Notes/Calc's/Measurements
- Document Control/ File Management

WEEKLY:
- Weekly Status Update
- Progress Meeting Minutes
- RFI/Submittal/Bulletin/PCO-CCO Logs
- Schedule Progress Review w/ Contractor
- Project File Backup/Upload to City

MONTHLY:
- Progress Pay Estimate Documents
- Project Budget Statement Update
- Cost Exposure Review with City
- Project Schedule Update by Contractor
- Certified Payroll Submission/Review
- As-Built Record Update/Review

1. Provide Construction Inspection Services

The Construction Inspector shall be responsible for the construction inspection and shall ensure the performance of assigned work complies with the requirements of the plans, specifications, and City standards. The essential duties of the Construction Inspector include, but are not limited to, the following:

- Conduct preconstruction conference and periodic construction progress meetings including, but not limited to, preparation of agendas and meeting minutes.
- Monitor the contractor's operations.
- Analyze the plans, estimate, and preliminary quantity calculations, and determine if the estimated quantities cover all work items contemplated.
- Work with Contractor to evaluate ADA grades, dimensions, and details.
- Study any permits or approvals.
- Assist Labor Compliance Officer with administering labor compliance requirements.
- Assist Stormwater Pollution Control Compliance Officer.
- Coordinate utility work.
- Keep City staff informed of work progress and problems.
- Prepare monthly project progress report outlining, at a minimum, accomplishments since prior report, current status of project performance such as cost and schedule performances, progress toward resolution of previously identified problems, problems or potential problems since prior report, planned corrective actions, and milestones expected to be reached during next reporting period. Each project progress report shall also include photographs taken during the reporting period.
- Act as the liaison for the project.

- Conduct public outreach including preparing and distributing notices (specifics to be developed in coordination with City staff)
- Ensure the contractor complies with all contract requirements.
- Call for required tests to ensure work quality in conformance with the City's Quality Assurance Program (QAP).
- Keep complete, accurate, and concise records of the work and quantities measured for payment.
- Keep the City project manager informed of work progress and problems, along with recommendations for potential resolution or next-steps on any conflicts.
- Respond to any contractor questions about plans and specifications.
- Work effectively by knowing construction methods and inspection techniques.

Other duties, as assigned by the City, not mentioned herein this RFP for the successful administration of the construction contract will be part of the scope of services, and will be closely coordinated as needed between DCME staff and the City Project Manager.

Project administration systems, controls, and documentation will follow procedures as outlined by the California Department of Transportation (Caltrans) *Construction Manual* and/or *Local Assistance Procedures Manual,* as well as *"Greenbook"* or APWA procedures. All project management, contract administration, and documentation procedures will be coordinated and accepted by City Public Works staff.

Additional PM/CM Administration Scope that is expected to be performed by Davis CME includes RFI Management and Processing, Submittal Processing and Review, Pay Estimate management and processing, PCO/CCO management, document control, Field Directives and/or Bulletins, etc.

2. Provide Labor Compliance Administration Services

The Labor Compliance Officer shall perform the labor compliance administration to enforce the contract provisions and ensure that all labor compliance requirements are performed and documented in the project file. The essential duties of the Labor Compliance Officer include, but not limited to, the following:

- Participate in preconstruction conference and periodic construction progress meetings.
- Review Construction Inspector's daily reports which note employee, labor classifications, hours worked, and equipment working on the project.
- Conduct spot interviews with employees on the project.
- Maintain written evidence of apprentices employed on the project.
- Ensure that the contractor submits certified payrolls and/or owner operator listings for their work and from all subcontractors or equipment rental companies who perform work on the project.
- Spot checking the payrolls or listings to ensure that at least the applicable State prevailing wage rates are paid.

- Cross check reports, interviews, payrolls and wage rates in order to determine the contractor's and subcontractor's compliance. Compare all force account or day labor work to certified payrolls.
- Ensure that the contractor posts all specified posters, notices, wage determinations, etc. at the job site.
- In concurrence with the City project manager, apply necessary sanctions against the contractor for failure to submit payrolls or noncompliance with the labor standard requirements.
- Reporting any apparent violation of state or federal labor requirements to the City project manager immediately upon discovery.

3. **Provide Stormwater Pollution Control Compliance Administration Services**

The Stormwater Pollution Control Compliance Officer shall perform the administration and enforcement of the stormwater and ensure that the contractor implements the stormwater pollution control plan and the National Pollutant Discharge Elimination System General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit) requirements. The essential duties of the Stormwater Pollution Control Compliance Officer include, but not limited to, the following:

- Perform construction site inspection of stormwater quality controls implemented by the contractor for compliance with the stormwater pollution control plan and the Construction General Permit requirements.
- In concurrence with the City project manager, apply necessary sanctions against the contractor for noncompliance with the stormwater pollution control plan and/or the Construction General Permit requirements.
- Reporting any apparent violation of the stormwater pollution control plan and/or the Construction General Permit requirements to the City project manager immediately upon discovery.

4. **Provide Field Office**

Davis CME, as a local firm, maintains permanent headquarters in Santa Barbara County, well within the 100-mile range identified by the City. While onsite with the Contractor, we will operate independently in the field, including use of our mobile field office, and may coordinate City staff to identify any in-person (or remote) meeting needs that may arise.

Deliverables (as identified by the City)

The deliverables to be furnished as part of the scope of services include those files, forms, and records associated with execution of the contract administration, project management, and inspection of the completed project.

Record-Keeping System. A record-keeping system shall be provided and maintained, and shall comply with the City's policies and procedures for Capital Improvement Program project record keeping. All contract documentation and backup records shall be available at any time for inspection by the City. Hard files and electronic files will be the property of the City, and shall be submitted to the City at the term of the Agreement or at termination of the Agreement.

Services to be Provided by City

The services to be provided by the City will include the following:

1. General direction to the Consultant.
2. Bid advertisement including responding to public inquiries other than bidder inquiries; and distributing bid documents, bidder clarifications, and addenda, if needed.

Other separate professional service agreements to be administered by the City for the Project will include the following:

1. Engineering (design engineer) support during construction.
2. Acceptance testing.

V. PROJECT SCHEDULE UNDERSTANDING

Addressing the project scheduling topic, the general project schedule and deadlines will be discussed and coordinated heavily with both the City and the Contractor. The timeline for the start of work (Notice to Proceed) shall be according to the terms of the Contractor's Agreement with the City, but is understood that the Construction Contract is anticipated to be awarded in May. Following this timeline, a NTP and start of field work could begin in late May or June, and given 45 working days, could end near early August. The 45-working day construction phase schedule shall be based on the Contractor's proposed Project Schedule, and adoption into an accepted Baseline Schedule. Depending upon the submittal process, procurement status, and any long-lead activities, as well as incorporation into the work, we will evaluate the project schedule and help the City to confirm an appropriate NTP in advance of critical activities. Once further information is developed with the Contractor's proposed schedule of activities, we will be able to review and comment on project schedule specifics further. However, it is our estimation that the 45-day contract duration will be more than sufficient for active construction activity to complete this project scope. As such, we have proposed a staffing plan that reflects partial use of the overall duration for the full staffing plan (two full-time-equivalent roles).

In any case, it is understood that the CM/Inspection assignment and active project Pre-Con activity could commence soon, as early as May or before. Mr. Davis's availability remains very flexible and controllable, he is already assisting the City of Carpinteria on a part-time basis right now, and will remain available for further support.

VI. ESTIMATED STAFF HOURS AND TASKS

Utilizing the combined CM/Inspection role strategy, we estimate the overall project staff time at **430 hours total**, as illustrated in the table below. Matt Davis will be the primary staff member performing the combined PM/CM-Inspector role, with additional secondary back-up and Inspection from veteran staff as listed in the previous sections of this proposal. Our proposed staff approach, roles, and magnitude of estimated hours are based on our current best understanding of the project, the demands of the assignment, and the service requested by the City. However, if there are any areas of question with this information, we look forward to coordinating the scope and proposed service further, and can discuss modifications to the approach and estimate mutually with the City.

1.0 PRE-CONSTRUCTION PHASE		
PM/CM Administration	(file setup, kickoff, Pre-Con meeting, etc.)	**20 hours**
2.0 CONSTRUCTION PHASE		
PM/CM Administration	2 hrs/day x 45 work days	**90 hours**
Primary Field Inspection	4 hrs/day x 45 work days	**180 hours**
Secondary Field Inspection (during slurry lay-down activity)	8 hrs/day x 15 work days	**120 hours**
3.0 POST-CONSTRUCTION PHASE		
PM/CM Administration	(final inspection, punchlist, closeout, etc.)	**20 hours**

By this approach, we anticipate staffing this assignment solely with DCME personnel, and do not anticipate a need for subconsultants. We acknowledge that materials sampling/testing will be a positive element for Quality Acceptance, and we note that the City has identified this scope to be performed under separate contract (though we are prepared to communicate/coordinate directly).

John Ilasin, Public Works Director
City of Carpinteria
5775 Carpinteria Ave
Carpinteria, CA 93013

April 13, 2021

Dear Mr. Ilasin,

This cost proposal breakdown is to accompany the Davis CME proposal document for Construction Management and Inspection support to the **2021 Pavement Maintenance Project**. The breakdown below supports an estimated **430 total staff hours** with a Not-To-Exceed Amount of **$54,850**. This budget estimate is based on furnishing one combined full-time-equivalent role covering PM/CM and Inspection support through the duration of the project, as well as an additional Inspection role during a portion of the contract duration. We will work transparently and in coordination with the City to perform the duties necessary to the project and to stay within the proposed budget, and we are confident that this approach will deliver a successful project outcome for the City.

1.0 PRE-CONSTRUCTION PHASE				
CM/PM Administration	(file setup, Kickoff/Pre-Con meeting, etc.)	**20 hours**	$145/hr	**$2,900**
2.0 CONSTRUCTION PHASE				
CM/PM Administration	2 hrs/day x 45 days	**90 hours**	$145/hr	**$13,050**
Field Inspection	4 hrs/day x 45 days	**180 hours**	$120/hr	**$21,600**
2nd Field Inspector	8 hrs/day x 15 days	**120 hours**	$120/hr	**$14,400**
3.0 POST-CONSTRUCTION PHASE				
CM/PM Administration	(final inspection, punchlist, closeout documentation, etc.)	**20 hours**	$145/hr	**$2,900**
			TOTAL	**$54,850**

Should you have any questions or need any clarifications regarding this cost calculation, please feel free to contact me directly at 805-450-7949, or via email at matt@daviscme.com.

Thank you very much for the opportunity to present our proposal.

Matt Davis, PE
Principal Engineer/Construction Manager

EXHIBIT B

PAYMENT SCHEDULE

(See Exhibit A)

EXHIBIT C

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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): 2/17/2021

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
Hall & Company
19660 10th Ave NE
Poulsbo WA 98370

CONTACT NAME: John Dewing
PHONE (A/C, No, Ext): 360-626-2011 FAX (A/C, No): 360-626-2011
E-MAIL ADDRESS: john.dewing@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Argonaut Insurance Company	19801
INSURER B : RLI INSURANCE COMPANY	13056
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED DAVICME-01
Davis CME
1431 Olive Street
Santa Barbara CA 93101

COVERAGES **CERTIFICATE NUMBER:** 168752640 **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	
B	X COMMERCIAL GENERAL LIABILITY			PSB0009006	8/28/2020	8/28/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
B	AUTOMOBILE LIABILITY			PSB0009006	8/28/2020	8/28/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab;Claims Made			121AE018287900	8/27/2020	8/27/2021	Per Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Carpinteria is named as an additional insured as respects general liability as required per written contract or agreement.

CERTIFICATE HOLDER

City of Carpinteria
5775 Carpinteria Avenue
Carpinteria CA 93013

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Trudy Pabst

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Policy Number: PSB0009006
Named Insured: Davis CME

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS SCHEDULED ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY

Schedule

Name of Person(s) or Organization(s):

City of Santa Barbara
630 Garden Street
Santa Barbara, CA 93101

1. **SECTION II C. Who Is An Insured** is amended to include as an additional insured the person or organization shown in the schedule above, 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 to the rendering of or failure to render any "professional services".
   b. 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 SECTION I – PROPERTY AND 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.

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

Davis CME

By:_____
Matt Davis, Principal Engineer/Construction Manager

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.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 26, 2021

ITEM FOR COUNCIL CONSIDERATION

Review of the Santa Barbara County Association of Governments' recent approval of the Regional Housing Needs Allocation and related information concerning the City's option to appeal its allocation by the filing deadline of 5:00 p.m. on May 3, 2021.

STAFF RECOMMENDATION

Action Item ___ ; Non-Action Item _X__

Receive and file report on the Regional Housing Needs Allocation 6th cycle.

Sample Motion: I move to receive and file the report on the Regional Housing Needs Allocation.

BACKGROUND

This report follows a Regional Housing Needs Allocation (RHNA) update report presented to the City Council on December 14, 2020, which can be accessed on the City's website under the archived Agendas & Meetings tab or accessed directly following this link:

RHNA is a projection of additional housing units needed to accommodate household demand of all income levels from the start until the end date of a particular planning period, currently from February 2023 to February 2031. RHNA is not a prediction of building permits, construction, or housing activity, nor is it limited due to existing land use capacity or growth controls (rezoning is often necessary). A community is not required to build housing pursuant to RHNA but, rather, must create opportunities for housing development through actions such as re-zoning sites, and must identify and work to remove barriers to the development of housing that can meet the identified community needs. The City's Zoning Code update to accessory dwelling unit standards is one example of providing additional opportunities to accommodate additional housing units within the City.

Pursuant to the RHNA process, the Santa Barbara County Association of Governments (SBCAG) recently took action that included establishing the City of Carpinteria's draft housing allocation. At its meeting of March 22, 2021, the City Council requested an opportunity to review the Draft Housing Allocation and appeal option. The purpose of this agenda matter is to report on the results of the RHNA process and the appeal option available to the City.

DISCUSSION

State law requires all local governments to adequately plan to meet the housing needs of everyone within the community. Through the RHNA process, the California Department of Housing and Community Development (HCD) determines the regional housing needs for each of the state's Council of Governments subregions. Once the HCD determines a region's housing needs the local Council of Governments allocates the regional need among the local government within its boundaries.

The Santa Barbara County Association of Governments (SBCAG), in its role as the Council of Governments for the Santa Barbara County region, is responsible for adopting a RHNA methodology. At its March 18, 2021 meeting, the SBCAG Board of Directors adopted a methodology for allocating the region's identified housing need to each Santa Barbara county local government, i.e., to each city and the county[1]. The methodology was developed in partnership with staff from each city and the county and subsequently reviewed by the California Department of Housing and Community Development (HCD). With the methodology adopted, SBCAG has provided the City with its draft 6th cycle RHNA allocation (Housing Allocation) in a letter dated March 18, 2021 (Attachment A).

The City of Carpinteria's Draft Housing Allocation is as follows:

Total RHNA Allocation	Very-Low Income Allocation	Low-Income Allocation	Moderate-Income Allocation	Above-Moderate Income Allocation
901	286	132	135	348

Definition of Household Income Levels:

- *Median Household Income*: The middle point at which half of the County's households earn more and half earn less. Currently $90,100.
- *Very Low-Income Households*: Households earning 30 to 50 percent of the median household income; $27,030 to $45,050.

[1] Vice Mayor Clark represents the City of Carpinteria on the SBCAG Board and voted "No" on the motion to approve the methodology.

- *Low-Income Households*: Households earning 50 to 80 percent of the median household income; $45,051 to $72,080.
- *Moderate-Income Households*: Households earning 80 to 120 percent of the median income; $72,081 to $108,120.
- *Above-Moderate-Income Households*: Households earning over 120 percent of the median household income; $108,121.
- *Workforce Households*: Households earning between 121 and 200 percent of median household income; $109,021 to $180,200.

The Housing Allocations are considered draft until the SBCAG Board of Directors adopts the final RHNA Plan, which is anticipated to occur during its July 21, 2021 or August 19, 2021 meeting.

The methodology adopted by the SBCAG Board of Directors uses a two-step process. The first step allocates north county and south county subregion shares of the projected regional housing need based on existing employment and forecasted 2020-2030 employment growth. In the second step, the subregion shares are allocated to the respective jurisdictions in based on cost burden and overcrowding. The methodology is more thoroughly described in the December 18, 2020 methodology submittal letter provided to HCD (Attachment C).

APPEALS

Within 45 days of receiving its draft allocation, each jurisdiction is afforded the opportunity to appeal its allocation and/or the allocation of another jurisdiction. The process is described in detail in a March 18, 2021 SBCAG Memo (Attachment B). If any appeals are received, other jurisdictions and the HCD have 45 days to comment on them. Within 30 days of the end of the comment period, SBCAG will conduct a public hearing to consider the appeal(s). SBCAG then has 45 days to accept, modify or reject the appeal(s) and issue a final allocation, which is then submitted to HCD.

Specific dates (assuming an appeal) are as follows:

A jurisdiction seeking to appeal a draft allocation of the regional housing need must file the appeal by 5:00 p.m. on May 3, 2021. At the close of the appeals period SBCAG will notify all jurisdictions and HCD of all appeals and shall make all materials submitted in support of each appeal available on its website.

Other local jurisdictions, HCD and others can comment on the appeals for a period running an additional 45 days to June 17, 2021.

In order to meet the 30-day statutory requirement for consideration of appeals at a public hearing, it is expected that the SBCAG Board would consider any appeals

received at either its June 17, 2021 or July 15, 2021 meeting. There is a requirement for a 21-day public hearing notice that will occur no later than May 27, 2021 for a hearing at the June meeting, or June 24, 2021 for a hearing at the July meeting. SBCAG may extend the deadline to conduct the appeals hearing by up to thirty (30) days.

Within 45 days of the public hearing the SBCAG Board will make a determination either issuing the proposed RHNA Plan, or accepting, rejecting or modifying any appeals. This determination may occur during the June 17, 2021 or July 15, 2021 SBCAG Board meeting concurrently with the public hearing.

Within 45 days of the issuance of the RHNA Plan and prior to adoption, a public hearing is required to be held. It is expected that SBCAG will hold the public hearing at either the June 17, 2021 or July 15, 2021 Board meeting.

Within 3 days (June 20, 2021 or July 18, 2021) of the issuance of the proposed RHNA Plan, it must to be provided to HCD for a 30-day review period. It is projected that this mandatory review period would end on either July 21, 2021 or August 19, 2021, depending upon the date of the SBCAG Board action.

Specific dates if no appeal is filed are as follows:

Barring any appeals by the May 3, 2021 deadline, the RHNA Plan must be adopted within 30 days of the appeal deadline following a public hearing. It is projected that the adoption of the SBCAG RHNA Plan would occur at the May 20, 2021 Board meeting.

Appeal Criteria:

Pursuant to state law (Government Code section 65584.05), filed appeals must include a statement as to why the revision is necessary to further the intent of the objectives listed in Section 65584. Additionally, Government Code section 65584.05(b) requires that all filed appeals must be consistent with, and not to the detriment of, the development pattern in the Regional Transportation Plan Sustainable Communities Strategy.

Below are each of the state mandated appeal criteria and staff's responses *(in italics)* that the City Council may consider:

1. Methodology – That SBCAG failed to determine the jurisdiction's share of the regional housing need in accordance with the information described in the Final RHNA Methodology and approved by SBCAG, and in a manner that furthers, and does not undermine the five objectives listed in Government Code section 65584(d).

   Attachment C is the December 18, 2020 Letter from SBCAG to HCD presenting SBCAG's RHNA allocation methodology.

Attachment D is the February 16, 2021 letter back from HCD approving the methodology, finding that it furthers the statutory objectives described in Government Code 65584(d).

The allocation methodology used by SBCAG was focused on satisfying the five RHNA objectives. (Gov. Code, § 65584(d).) These objectives include increasing the housing supply in all jurisdictions within the region in an equitable manner, resulting in each jurisdiction receiving an allocation of units for low- and very low-income households. Under the approved draft allocation, each jurisdiction has been allocated units for low-and very-low-income households.

During the process undertaken to develop and approve the draft allocation criteria, the City disagreed with the other jurisdictions regarding the second-step factors to distribute the units within the south coast region (Carpinteria, Santa Barbara, Goleta, and south coast County). The alternative approved by the jurisdictions comprising the SBCAG RHNA development team and adopted by the SBCAG Board of Directors, used the second-step factor of 50% Cost Burden and 50% Overcrowding. The City's representatives communicated a preference for a second-step allocation method that would have factored in Existing Jobs (50%), with 25% Cost Burden and 25% Overcrowding, as it was felt that methodology would better account for the current jurisdictional distribution of jobs (i.e., UCSB and Goleta) and would place greater emphasis on concentrating new housing in those areas of the south coast region. Staff estimates that applying this criterion would have resulted in a shift of approximately 10% or 90 units from Carpinteria to other areas of the south coast where jobs are located.

Attachment 2 of the SBCAG March 18, 2021 Memo (Attachment B) (Memo) describes how the development of the RHNA allocation methodology and the income group allocation methodology was focused on satisfying the five RHNA objectives. (Gov. Code, § 65584(d).) The Memo presents each of the five RHNA objectives followed by a response from SBCAG.

2. Local Planning Factors and Information Affirmatively Furthering Fair Housing (AFFH) – That SBCAG failed to consider information submitted by the local jurisdiction relating to certain local factors outlined in Government Code section 65584.04(e), and information submitted by the local jurisdiction relating to affirmatively furthering fair housing pursuant to Government Code section 65584.04(b)(2) and 65584(d)(5).

Government Code section 65584.04(e) provides factors to develop the methodology for allocation of regional housing needs. They include, but are not limited to:

(9) The housing needs generated by the presence of a private university or a campus of the California State University or the University of California within any member jurisdiction.

As presented above, SBCAG's RHNA Development Team includes representatives from nine County jurisdictional areas and SBCAG staff members. Over a 13-month period, 11 meetings were held to consider SBCAG's methodology and vote on numerous options presented before a recommendation was provided to SBCAG Board of Directors.

City representatives were in agreement with the proposed methodology, with the exception of the City of Carpinteria's stated preference for an option that better responded to the distribution of Existing Jobs, Cost Burden, and Overcrowding. The City felt that this option would more accurately account for the current jurisdictional distribution of jobs and place greater emphasis on concentrating new housing needs where the existing job supply is located. This option would have shifted slightly more of the South County housing allocation to Santa Barbara and Goleta than the approved methodology. As previously noted, Carpinteria was the only dissenting vote for this action.

In order to appeal under this criterion, the City would have to assert that SBCAG failed to consider information submitted by the City relating to certain local factors outlined in Government Code section 65584.04(e), and information submitted by the City relating to affirmatively furthering fair housing pursuant to Government Code section 65584.04(b)(2) and 65584(d)(5). The City believes that SBCAG considered these factors, but the City was simply the only dissenting vote in this second-step method for allocating housing within the south coast area. SBCAG considered the City's preference, although promoted the majority vote of the jurisdiction members.

3. Changed Circumstances – That a significant and unforeseen change in circumstance has occurred in the jurisdiction after planning factors information was submitted by the local jurisdiction and merits a revision. Appeals on this basis shall only be made by the jurisdiction or jurisdictions where the change in circumstances has occurred.

   There have been no significant and unforeseen change in circumstance in the City (i.e., fire, flood, new federal/state water moratorium, etc.) that would merit a revision.

Existing law explicitly limits SBCAG's scope of review of appeals. Specifically, SBCAG shall not grant any appeal based upon the following:

1. Any other criteria other than the criteria above.

2. A local jurisdiction's existing zoning ordinance and land use restrictions, including but not limited to, the contents of the local jurisdiction's current general plan. Pursuant to Government Code section 65584.04(e)(2)(B), SBCAG may not limit its consideration of suitable housing sites or land suitable for urban development to existing zoning ordinances and land use restrictions of a locality, but shall consider the potential for increased residential development under alternative zoning ordinances and land use restrictions.

3. Any local ordinance, policy, voter-approved measure or standard limiting residential development. Pursuant to Government Code section 65584.04(g)(1), any ordinance, policy, voter-approved measure, or standard of a city or county that directly or indirectly limits the number of residential building permits shall not be a justification for a determination or a reduction in a city's or county's share of regional housing need.

4. Prior underproduction of housing in a jurisdiction from the previous regional housing need allocation. Pursuant to Government Code section 65584.04)(g)(2), prior underproduction of housing in a jurisdiction from the previous housing need allocation, as determined by each jurisdiction's annual production report submitted to Government Code section 65400(a)(2)(H) cannot be used as a justification for a determination or reduction in a jurisdiction's share of the regional housing need.

5. Stable population numbers in a jurisdiction. Pursuant to Government Code section 65584.04(g)(3), stable population growth from the previous regional housing needs cycle cannot be used as a justification for a determination or reduction in a jurisdiction's share of the regional housing need.

The above criteria sets a high bar for determining when making changes to an allocation on appeal is appropriate. Staff research indicates that of the 52 appeals filed within the Southern California Association of Governments (SCAG) region, only two were successful. Pico Rivera was allowed a reduction as they had a change of circumstance due to an adjacent dam that was considered a hazard. The second was San Bernadino County that received a reduction as there was a mistaken allocation to a military facility.

Based on the above discussion, staff does not believe there is a strong basis for an appeal. The time required to prepare and present the appeal at hearing would be significant, as would the legal costs, while the likelihood of success would be poor. Although staff believes that an alternative methodology could have resulted in up to 10% fewer units being allocated to the City, because the County's overall allocation is significantly higher this cycle, the City's allocation will reflect this and an appeal would not result in a significant change in its overall allocation.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Appeal of the Draft RHNA Allocation:

The City Council may direct staff to prepare an appeal of SBCAG's RHNA allocation by the May 3, 2021 deadline consistent with the three appeal criteria described above in the Appeal Criteria section of this Staff Report. Specifically, the appeal would have to assert that SBCAG's RHNA allocation (1) is based on a methodology that does not further the five objectives listed in Government Code section 65584(d); (2) fails to consider Local Planning Factors and Information Affirmatively Furthering Fair Housing (AFFH); or (3) does not account for significant and unforeseen changed circumstances that necessitate a revision. (Gov. Code, § 65584.05(b)(1)-(3).)

As stated above, an appeal must include a statement as to why the revision is necessary to further the five objectives listed in Government Code section 65584(d). The appeal also must be supported by adequate documentation including comparable data available for all affected jurisdictions and accepted planning methodologies. (Gov. Code, § 65584.05(b).) In addition, an appeal must be consistent with the Regional Transportation Plan Sustainable Communities Strategy, pursuant to Government Code section 65080(b)(2). More information on the criteria to support the basis of an appeal is provided in Attachment 2 and 3 of the SBCAG Memorandum describing the RHNA Appeals Process attached to this Staff Report (Attachment B).

After the comment period and public hearings on the appeal, SBCAG may accept, reject or modify the RHNA allocations based on the appeal. If SBCAG elects to modify the RHNA allocations in response to the appeal, it must reallocate the units amongst the local jurisdictions and issue a final allocation plan. (Gov. Code, § 65584.05(f).) If the successful appeal changes to seven percent (7%) or less of the total regional housing need, those appealed units will be reallocated proportionately to the other local jurisdictions. For an amount greater than seven percent (7%) of the total regional housing need, then SBCAG will develop a new methodology to distribute the units. An appeal does not reduce the total number of units allocated to the SBCAG region.

Should the City Council desire to file an appeal based on the Appeal Criteria, staff will prepare the requisite documentation to support the appeal consistent with the City Council's direction.

Non-Compliant Housing Element:

California law requires that cities comply with state housing laws through adoption of necessary local policies and regulations. In some cases, funding from state/federal housing programs can only be accessed if the jurisdiction has a compliant Housing Element. In other cases, a compliant Housing Element is not a requirement for funding, however, they are more competitive when seeking grants.

In addition to the funding options available to jurisdictions with compliant Housing Elements, California law contains potential penalties for jurisdictions that fail to update their Housing Element in response to its RHNA allocation. In recent years the State has taken a stronger stance against jurisdictions without compliant housing elements, including taking legal action. These penalties only apply if a jurisdiction fails to update its Housing Element to accommodate its RHNA allocation. These penalties, however, can be challenging for many jurisdictions.

For example, HCD can require a jurisdiction that fails to identify adequate sites to address its RHNA allocation to meet this unmet allocation in the next housing cycle. Further, housing advocacy groups, housing developers and other stakeholders can challenge the adequacy of a jurisdiction's Housing Element. If the challenge is successful, courts can impose a variety of remedies, including putting limitations on local authority over development review, placing HCD in charge of development review, prohibiting the jurisdiction from approving non-residential development, or mandating rezoning. These remedies would remain in effect until the jurisdiction's Housing Element is brought into compliance. Successful plaintiffs also may receive attorney fees.

OPTIONS

1. Receive and file the report (staff recommendation)
2. Identify the bases for appeal of the City's Housing Allocation and direct staff to file a timely appeal.
3. Schedule a special meeting in order to consider findings necessary as the bases for appeal.

PRINCIPAL PARTIES EXPECTED AT MEETING

Michael Becker, SBCAG Director of Planning
Other Interested Parties

ATTACHMENTS

Attachment A	March 18, 2021 Letter re: draft 6th cycle RHNA allocation
Attachment B	March 18, 2021 SBCAG Memorandum with attachments
Attachment C	December 18, 2020 Letter from SBCAG to HCD
Attachment D	February 16, 2021 Letter from HCD to SBCAG

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

Signature

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

Signature

Attachment A

March 18, 2021 Letter re: draft 6th cycle RHNA allocation

SBCAG
santa barbara county association of governments
260 North San Antonio Road., Suite B ▪ Santa Barbara, CA ▪ 93110
Phone: 805/961-8900 ▪ Fax: 805/961-8901 ▪ www.sbcag.org

March 18, 2021

Mr. Steve Goggia
Community Development Director
City of Carpinteria
Sent via email to: steveg@ci.carpinteria.ca.us

RE: Draft 6th Cycle Regional Housing Needs Allocation

Dear Mr. Goggia:

The Santa Barbara County Association of Governments (SBCAG), in its role as the Council of Governments for the Santa Barbara County region is responsible for carrying out certain aspects of the Regional Housing Needs Allocation (RHNA) process in accordance with Government Code Section 65580, et seq. During its March 18, 2021 meeting, the SBCAG Board of Directors adopted a methodology for allocating the region's 6th RHNA cycle housing need to the region's jurisdictions. The methodology was developed in partnership with staff from each of the region's jurisdictions and subsequently reviewed by the California Department of Housing and Community Development (HCD). With the methodology adopted, SBCAG is providing draft 6th cycle RHNA allocations to each of the region's jurisdictions consistent with Government Code Section 65584.05.

City of Carpinteria Draft 6th Cycle RHNA Allocation:

Total RHNA Allocation	Very-Low Income Allocation	Low-Income Allocation	Moderate-Income Allocation	Above-Moderate Income Allocation
901	286	132	135	348

The allocations are considered draft until the SBCAG Board of Directors adopts the final RHNA Plan, which is anticipated to occur during its August 19, 2021 meeting.

The methodology adopted by the SBCAG Board of Directors, which is used to allocate the region's housing need determination to each local government, is a two-step methodology that first allocates north county and south county shares based on existing employment (InfoUSA, 2017) and forecasted 2020-2030 employment growth (SBCAG Regional Growth Forecast, 2019). In the second step, the sub-regional shares are allocated to the respective jurisdictions based on cost burden and overcrowding factors (American Community Survey, 2018, 5-year sample, Tables B25070 and B25014, respectively). The methodology is more thoroughly described in the methodology submittal letter (December 18, 2020) provided to HCD and available on SBCAG's RHNA webpage: sbcag.org/rhna.

The RHNA determination provided by HCD includes housing need across four income levels, with specific numbers of housing units in each income. The proportion of housing units assigned to each jurisdiction was determined by comparing each jurisdiction's existing household composition against the regional average per income group and amplifying that disparity by 1.5 times. Therefore, for example, a jurisdiction with a disproportionate share of very-low income households is provided with an allocation containing a smaller share of housing units in that category. The methodology for allocating by income level is more thoroughly described in the methodology submittal letter (December 18, 2020) provided to HCD and available on SBCAG's RHNA webpage.

Receipt of this draft RHNA allocation starts a 45-day appeal period in which jurisdictions can appeal their own, or other jurisdiction's allocation consistent with Government Code Section 65584.05(b). More information regarding the appeals process can be found on the SBCAG RHNA webpage.

Sincerely,

Marjie Kirn (Mar 9, 2021 11:06 PST)

Marjie Kirn
Executive Director

cc: Dave Durflinger, City Manger
Nick Bobroff, City of Carpinteria
Michael Becker, SBCAG
Rachel Van Mullem, County Counsel
Tom Brinkhuis, HCD
file

Attachment B

March 18, 2021 SBCAG Memorandum with attachments

SBCAG
santa barbara county association of governments

▪ 260 North San Antonio Road., Suite B ▪ Santa Barbara, CA ▪ 93110
▪ Phone: 805/961-8900 ▪ Fax: 805/961-8901 ▪ www.sbcag.org

Memorandum

March 18, 2021

From: Michael Becker, Director of Planning

To: Steve Goggia, Community Development Director

Re: RHNA Appeals Process

In a culminating step of the RHNA process, SBCAG issues a draft allocation of housing need to each local jurisdiction. Within 45 days of receiving its draft allocation, each jurisdiction is afforded the opportunity to appeal their own, or another jurisdiction's allocation. If any appeals are received, other jurisdictions and the Department of Housing and Community Development (HCD) have 45 days to comment on appeals. Within 30 days of the end of the comment period SBCAG will conduct a public hearing to consider appeals. SBCAG then has 45 days to accept, modify or reject appeals and issue a final allocation that is then submitted to HCD.

Specific dates (assuming an appeal) are as follows:

The 45-day period to file appeals will commence on March 18, 2021, the day of the SBCAG Board meeting approving the methodology. Jurisdictions will receive notice of their draft RHNA allocation. In order to comply with Government Code section 65584.05(b) (See Attachment 1), a jurisdiction seeking to appeal a draft allocation of the regional housing need must file the appeal by 5:00 p.m. May 3, 2021. At the close of the appeals period SBCAG shall notify all jurisdictions and HCD of all appeals and shall make all materials submitted in support of each appeal available on its website.

Jurisdictions, HCD and others can comment on the appeals for a period running an additional 45 days to June 17, 2021.

Within 30 days after comment period the SBCAG Board is required to conduct a public hearing to consider appeals. The SBCAG Board meets on June 17, 2021 and July 15, 2021 and is expected to hear appeals at either of these meetings. There is a requirement for a 21-day public hearing notice that will occur no later than May 27, 2021 for a hearing during the June meeting, or June 24, 2021 for a hearing during the July meeting. (Gov. Code § 65584.05(d).) Per Government Code section 65584.05(i), SBCAG may extend the deadline to conduct the appeals hearing by up to thirty (30) days.

Within 45 days of the public hearing the SBCAG Board will make a determination either issuing the proposed RHNA Plan, or accepting, rejecting or modifying appeals if any. This may occur during the June 17, 2021 or July 15, 2021 SBCAG Board meeting concurrently with the public hearing.

Within 45 days of the issuance of the RHNA Plan, a public hearing is required prior to adoption. This will occur during the June 17, 2021 or July 15, 2021 SBCAG Board meeting.

Within 3 days (June 20, 2021 or July 18, 2021) of issuing the proposed plan it is to be provided to HCD for a 30-day review period ending July 21, 2021 or August 19, 2021.

Specific dates if no appeal is filed are as follows:

Barring any appeals by the May 3, 2021 deadline, the RHNA Plan can be adopted (within 30 days of appeal deadline) following a public hearing conducted during the May 20, 2021 SBCAG Board meeting.

Appeal criteria:

Local jurisdictions shall only file an appeal based upon the criteria listed below. Pursuant to Government Code section 65584.05, filed appeals must include a statement as to why the revision is necessary to further the intent of the objectives listed in Section 65584. Additionally, Government Code section 65584.05(b) requires that all filed appeals must be consistent with, and not to the detriment of, the development pattern in the Regional Transportation Plan Sustainable Communities Strategy, pursuant to Government Code section 65080(b)(2).

1. Methodology – That SBCAG failed to determine the jurisdiction's share of the regional housing need in accordance with the information described in the Final RHNA Methodology and approved by SBCAG, and in a manner that furthers, and does not undermine the five objectives listed in Government Code section 65584(d) (See Attachment 2).

2. Local Planning Factors and Information Affirmatively Furthering Fair Housing (AFFH) – That SBCAG failed to consider information submitted by the local jurisdiction relating to certain local factors outlined in Government Code section 65584.04(e), (See Attachment 2), and information submitted by the local jurisdiction relating to affirmatively furthering fair housing pursuant to Government Code section 65584.04(b)(2) and 65584(d)(5).

3. Changed Circumstances – That a significant and unforeseen change in circumstance has occurred in the jurisdiction after planning factors information was submitted by the local jurisdiction and merits a revision. Appeals on this basis shall only be made by the jurisdiction or jurisdictions where the change in circumstances has occurred.

Existing law explicitly limits SBCAG's scope of review of appeals. Specifically, SBCAG shall not grant any appeal based upon the following:

1. Any other criteria other than the criteria above.

2. A local jurisdiction's existing zoning ordinance and land use restrictions, including but not limited to, the contents of the local jurisdiction's current general plan. Pursuant to Government Code section 65584.04(e)(2)(B), SBCAG may not limit its consideration of suitable housing sites or land suitable for urban development to existing zoning ordinances and land use restrictions of a locality, but shall consider the potential for increased residential development under alternative zoning ordinances and land use restrictions.

3. Any local ordinance, policy, voter-approved measure or standard limiting residential development. Pursuant to Government Code section 65584.04(g)(1), any ordinance, policy, voter-approved measure, or standard of a city or county that directly or indirectly limits the number of residential building permits shall not be a justification for a determination or a reduction in a city's or county's share of regional housing need.

4. Prior underproduction of housing in a jurisdiction from the previous regional housing need allocation. Pursuant to Government Code section 65584.04)(g)(2), prior underproduction of housing in a jurisdiction from the previous housing need allocation, as determined by each jurisdiction's annual production report submitted to Government Code section 65400(a)(2)(H) cannot be used as a justification for a determination or reduction in a jurisdiction's share of the regional housing need.

5. Stable population numbers in a jurisdiction. Pursuant to Government Code section 65584.04(g)(3), stable population growth from the previous regional housing needs cycle cannot be used as a justification for a determination or reduction in a jurisdiction's share of the regional housing need.

Attachments:

Attachment 1, Gov. Code § 65584.05
Attachment 2, Five Objectives Listed in Gov. Code § 65584(d)
Attachment 3, Local Planning Factors and Information Affirmatively Furthering Fair Housing
Attachment 4, RHNA Appeals FAQ

SBCAG's RHNA related meeting materials to date are archived on the SBCAG website at the following link: http://www.sbcag.org/rhna.html

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

GOVERNMENT CODE

Section 65584.05

65584.05. (a) At least one and one-half years before the scheduled revision required by Section 65588, each council of governments and delegate subregion, as applicable, shall distribute a draft allocation of regional housing needs to each local government in the region or subregion, where applicable, and the department, based on the methodology adopted pursuant to Section 65584.04 and shall publish the draft allocation on its internet website. The draft allocation shall include the underlying data and methodology on which the allocation is based, and a statement as to how it furthers the objectives listed in subdivision (d) of Section 65584. It is the intent of the Legislature that the draft allocation should be distributed before the completion of the update of the applicable regional transportation plan. The draft allocation shall distribute to localities and subregions, if any, within the region the entire regional housing need determined pursuant to Section 65584.01 or within subregions, as applicable, the subregion's entire share of the regional housing need determined pursuant to Section 65584.03.

(b) Within 45 days following receipt of the draft allocation, a local government within the region or the delegate subregion, as applicable, or the department may appeal to the council of governments or the delegate subregion for a revision of the share of the regional housing need proposed to be allocated to one or more local governments. Appeals shall be based upon comparable data available for all affected jurisdictions and accepted planning methodology, and supported by adequate documentation, and shall include a statement as to why the revision is necessary to further the intent of the objectives listed in subdivision (d) of Section 65584. An appeal pursuant to this subdivision shall be consistent with, and not to the detriment of, the development pattern in an applicable sustainable communities strategy developed pursuant to paragraph (2) of subdivision (b) of Section 65080. Appeals shall be limited to any of the following circumstances:

(1) The council of governments or delegate subregion, as applicable, failed to adequately consider the information submitted pursuant to subdivision (b) of Section 65584.04.

(2) The council of governments or delegate subregion, as applicable, failed to determine the share of the regional housing need in accordance with the information described in, and the methodology established pursuant to, Section 65584.04, and in a manner that furthers, and does not undermine, the intent of the objectives listed in subdivision (d) of Section 65584.

(3) A significant and unforeseen change in circumstances has occurred in the local jurisdiction or jurisdictions that merits a revision of the information submitted pursuant

to subdivision (b) of Section 65584.04. Appeals on this basis shall only be made by the jurisdiction or jurisdictions where the change in circumstances has occurred.

(c) At the close of the period for filing appeals pursuant to subdivision (b), the council of governments or delegate subregion, as applicable, shall notify all other local governments within the region or delegate subregion and the department of all appeals and shall make all materials submitted in support of each appeal available on a publicly available internet website. Local governments and the department may, within 45 days, comment on one or more appeals. If no appeals are filed, the draft allocation shall be issued as the proposed final allocation plan pursuant to paragraph (2) of subdivision (e).

(d) No later than 30 days after the close of the comment period, and after providing all local governments within the region or delegate subregion, as applicable, at least 21 days prior notice, the council of governments or delegate subregion shall conduct one public hearing to consider all appeals filed pursuant to subdivision (b) and all comments received pursuant to subdivision (c).

(e) No later than 45 days after the public hearing pursuant to subdivision (d), the council of governments or delegate subregion, as applicable, shall do both of the following:

(1) Make a final determination that either accepts, rejects, or modifies each appeal for a revised share filed pursuant to subdivision (b). Final determinations shall be based upon the information and methodology described in Section 65584.04 and whether the revision is necessary to further the objectives listed in subdivision (d) of Section 65584. The final determination shall be in writing and shall include written findings as to how the determination is consistent with this article. The final determination on an appeal may require the council of governments or delegate subregion, as applicable, to adjust the share of the regional housing need allocated to one or more local governments that are not the subject of an appeal.

(2) Issue a proposed final allocation plan.

(f) In the proposed final allocation plan, the council of governments or delegate subregion, as applicable, shall adjust allocations to local governments based upon the results of the appeals process. If the adjustments total 7 percent or less of the regional housing need determined pursuant to Section 65584.01, or, as applicable, total 7 percent or less of the subregion's share of the regional housing need as determined pursuant to Section 65584.03, then the council of governments or delegate subregion, as applicable, shall distribute the adjustments proportionally to all local governments. If the adjustments total more than 7 percent of the regional housing need, then the council of governments or delegate subregion, as applicable, shall develop a methodology to distribute the amount greater than the 7 percent to local governments. The total distribution of housing need shall not equal less than the regional housing need, as determined pursuant to Section 65584.01, nor shall the subregional distribution of housing need equal less than its share of the regional housing need as determined pursuant to Section 65584.03.

(g) Within 45 days after the issuance of the proposed final allocation plan by the council of governments and each delegate subregion, as applicable, the council of

governments shall hold a public hearing to adopt a final allocation plan. To the extent that the final allocation plan fully allocates the regional share of statewide housing need, as determined pursuant to Section 65584.01 and has taken into account all appeals, the council of governments shall have final authority to determine the distribution of the region's existing and projected housing need as determined pursuant to Section 65584.01. The council of governments shall submit its final allocation plan to the department within three days of adoption. Within 30 days after the department's receipt of the final allocation plan adopted by the council of governments, the department shall determine if the final allocation plan is consistent with the existing and projected housing need for the region, as determined pursuant to Section 65584.01. The department may revise the determination of the council of governments if necessary to obtain this consistency.

(h) Any authority of the council of governments to review and revise the share of a city or county of the regional housing need under this section shall not constitute authority to revise, approve, or disapprove the manner in which the share of the city or county of the regional housing need is implemented through its housing program.

(i) Any time period in subdivision (d) or (e) may be extended by a council of governments or delegate subregion, as applicable, for up to 30 days.

(j) The San Diego Association of Governments may follow the process in this section for the draft and final allocation plan for the sixth revision of the housing element notwithstanding such actions being carried out before the adoption of an updated regional transportation plan and sustainable communities strategy.

(Amended by Stats. 2019, Ch. 634, Sec. 4. (AB 1730) Effective January 1, 2020.)

Attachment 2, Five Objectives Listed in Gov. Code §65584(d)

Development of the RHNA allocation methodology and the income group allocation methodology was focused on satisfying the five RHNA objectives (Govt. Code § 65584(d)(1-5).

1. Increase the housing supply and the mix of housing types, tenure, and affordability in all cities and counties within the region in an equitable manner, which shall result in each jurisdiction receiving an allocation of units for low- and very low-income households.

The methodology provides the largest shares of housing to the jurisdictions with the highest housing costs. To balance this, and to promote a mix of housing types, the methodology, by adjusting jurisdictions allocations by income levels, subsequently seeks to provide larger shares of very low- and low-income categories to these jurisdictions. Jurisdictions such as Guadalupe and Lompoc, which already contain a disproportionate share of very-low and low-income housing are provided higher proportions of moderate and above-moderate housing allocations, for example. In accordance with State law, each jurisdiction is allocated housing in all four income groups.

2. Promoting infill development and socioeconomic equity, the protection of environmental and agricultural resources, the encouragement of efficient development patterns, and the achievement of the region's greenhouse gas reductions targets provided by the State Air Resources Board pursuant to Section 65080.

This methodology directly complements the region's sustainable communities' strategy (SCS) which seeks to reduce greenhouse gases emitted by light-duty vehicles. SBCAG's SCS achieves the required greenhouse gas emissions largely by addressing the region's jobs-housing imbalance. SBCAG's year 2035 GHG reduction target is -17 percent per capita. Scenarios tested in the development of the SCS found that correcting the jobs-housing imbalance is the only realistic means of meeting the required GHG reductions. In excess of 77 percent of the region's determination is allocated to incorporated cities, thereby advancing this objective by promoting infill development. In addition, the allocation provided to the unincorporated county could reasonable be assumed to be accommodated within currently developed areas. Much of the existing development in the unincorporated county is indistinguishable to the cities it abuts; therefore, it is not assumed to place demand on transportation inefficient parcels of land.

In its planning factors' survey response, the County noted that 81 percent of the unincorporated county is preserved or protected from urban development by means of the Williamson Act, being federal land, or land owned by conservation organizations. This condition largely constrains new development in the unincorporated county to areas already developed.

3. Promoting an improved intraregional relationship between jobs and housing, including an improved balance between the number of low-wage jobs and the number of housing units affordable to low-wage workers in each jurisdiction.

SBCAG's methodology directly addresses the imbalance between jobs and housing. Sub regionally, the allocation of housing units directly corresponds with jobs, 60 percent focused on existing jobs and 40 percent on forecasted job growth. In addition, the income group allocation methodology provides the greatest number

of very low- and low-income units to the jurisdictions hosting the largest shares of the region's jobs. The methodology expands opportunity for very low- and low-income populations to be better connected to employment opportunity. While there are low-wage jobs throughout the county, the South Coast has a prevalence of low-wage service and tourism related jobs and the regions highest housing costs which results in drawing commuters from outside the South Coast (Northern Santa Barbara County and Ventura County). A South Coast emphasis on an improved job housing balance, income parity, and affirmatively furthering fair housing focuses on the improvement of the jobs housing fit between low-wage jobs and the housing needs of low wage workers.

4. Allocating a lower proportion of housing need to an income category when a jurisdiction already has a disproportionately high share of households in that income category, as compared to the countywide distribution of households in that category from the most recent American Community Survey.

Addressing the income-equity disparities of the region's jurisdictions was a key focus of the income group allocation methodology. Though it was found that the disparity could not be completely corrected within a single RHNA cycle, TPAC members recommended, and the SBCAG Board of Directors chose the alternative that achieves the maximum possible disparity reconciliation within a single RHNA cycle. Addressing this objective to a higher degree would have resulted in the inability to satisfy Objective 1.

5. Affirmatively furthering fair housing.

SBCAG reviewed the 2020 version of the California Tax Credit Allocation Committee Opportunity Map for Santa Barbara County as it was developing the methodology. Areas containing the highest resource and high resource areas are concentrated in southern Santa Barbara County, the Santa Ynez Valley, and the unincorporated community of Orcutt. Coincidentally, portions of the region with disproportionate shares of existing very low- and low-income households are also reflective of the lack of highest resource and high resource areas. Therefore, this objective could be addressed by satisfying Objectives 1 and 4, though SBCAG was prepared to further address fair housing if needed. Two options were considered, as described in the Income Group Allocation Methodology discussion provided earlier in this memorandum, and based on the second alternative, the alternative which employed a 1.5 times multiplier to amplify disparity, best addressing the affirmatively furthering fair housing objective it was selected. The result of this method allocates 76 percent of the region's combined very low- (76 percent) and low-income (77 percent) units to jurisdictions hosting the highest resource and high resource areas.

a. Each jurisdiction's existing and projected jobs and housing relationship.

b. The opportunities and constraints to development of additional housing in each jurisdiction, including the following:

(1) lack of capacity for sewer or water service due to federal or state laws, regulations or regulatory actions, or supply and distribution decisions made by a sewer or water service provider other than the local jurisdiction that preclude the jurisdiction from providing necessary infrastructure for additional development during the planning period.

(2) the availability of land suitable for urban development or for conversion to residential use, the availability of underutilized land, and opportunities for infill development and increased residential densities.

(3) Lands preserved or protected from urban development under existing federal or state programs, or both, designed to protect open space, farmland, environmental habitats, and natural resources on a long-term basis, including land zoned or designated for agricultural protection or preservation that is subject to a local ballot measure that was approved by the voters of that jurisdiction that prohibits or restricts conversion to non-agricultural uses.

(4) County policies to preserve prime agricultural land, as defined pursuant to Government Code §56064,within an unincorporated area, and land within an unincorporated area zoned or designated for agricultural protection or preservation that is subject to a local ballot measure that was approved by the voters of that jurisdiction that prohibits or restricts its conversion to non-agricultural uses.

c. The distribution of household growth assumed for purposes of a comparable period of regional transportation plans and opportunities to maximize the use of public transportation and existing transportation infrastructure.

d. Agreements between a county and cities in a county to direct growth toward incorporated areas of the county or designated for agricultural protection or preservation that is subject to a local ballot measure that was approved by the voters of the jurisdiction that prohibits or restricts conversion to nonagricultural uses.

e. The loss of units contained in assisted housing developments, as defined in Government Code §65583(a)(9), that changed to non-low-income use through mortgage prepayment, subsidy contract expirations, or termination of use restrictions.

f. The percentage of existing households at each of the income levels listed in subdivision (e) of Section 65584 that are paying more than 30 percent and more than 50percent of their income in rent.

g. The rate of overcrowding.

h. The housing needs of farmworkers.

i. The housing needs generated by the presence of a private university or a campus of the California State University or the University of California within any member jurisdiction.

j. The loss of units during a state of emergency that was declared by the Governor pursuant to the California Emergency Services Act (Chapter 7(commencing with Section 8550) of Division 1 of Title 2), during the planning period immediately preceding the relevant revision pursuant to Section 65588 that have yet to be rebuilt or replaced at the time of the analysis.

k. The region's greenhouse gas emissions targets provided by the State Air Resources Board pursuant to Section 65080, to be met by SBCAG's Regional Transportation Plan.

Attachment 4, RHNA Appeal's FAQ

1. *Where can I find my jurisdiction's draft RHNA allocation?*

   The official draft RHNA allocation for each SBCAG jurisdiction is scheduled to be distributed in March 2021. An estimate of a jurisdiction's draft RHNA allocation based on the adopted final RHNA methodology can be found on the RHNA webpage: Regional Housing Needs Assessment - SBCAG

2. *Who can file an appeal?*

   Any jurisdiction in the SBCAG region and the California Department of Housing and Community Development (HCD) may file an appeal on any jurisdiction's draft RHNA allocation within the SBCAG region. A jurisdiction may file an appeal on its own draft RHNA allocation and one or more appeals on the draft allocations of other jurisdictions.

3. *Can I file more than one appeal?*

   Is there a limit to the number of appeals one jurisdiction can file?
   Am I able to file an appeal of one jurisdiction's allocation on the basis that it is too high and at the same time file an appeal of another jurisdiction's allocation on the basis that is too low?

   Yes, every jurisdiction may file multiple appeals and there is no limit on the number of appeals filed by each jurisdiction. The filed appeals may request increases or decreases to draft RHNA allocations and do not have to be the same request.

4. *What can I base my appeal on?*

   State Housing Element law allows three bases for appeals in the 6th RHNA cycle:

   1. Local planning factors and information on affirmatively furthering fair housing (AFFH). (Please note these terms are defined in statute and the RHNA appeals form specifies what is considered to be a local planning factor for RHNA purposes.)

   2. Application of final methodology (not the methodology itself)

   3. Change in circumstance. Statutory changes enacted since the 5th cycle appeals process prohibit the use of local ordinances, underproduction of housing based on the last RHNA cycle, and stable population growth as bases for appeals. All appeals must include a statement arguing why the revision is necessary to further the objectives of RHNA law (see Government Code Section 65584).

5. *Do the guidelines allow for annexations as the basis for an appeal under Changed Circumstances?*

   Yes, annexation would be a permissible basis for an appeal, and this would likely be considered a change in circumstance, per Question 4 above.

6. *Are you able to file an appeal to have an allocation be taken away from a jurisdiction and have that specific number be allocated to another specific jurisdiction?*

   No, that will not be possible. All successful appeals must be reallocated back to the region. In accordance with Government Code Section 65584.05(g), if the successful appeals amount to 7% or less of the regional housing need, or 1,730 units (24,856 total), those appealed units will be reallocated proportionally to all jurisdictions.

   For any amount above 7% region wide, SBCAG will need to develop a new methodology to distribute the units.

7. *When will we be notified that another jurisdiction has filed an appeal of our jurisdiction's allocation?*

   SBCAG staff will notify jurisdictions on a periodic basis of filed appeals during the 45-day appeals period.

8. *Will there be an opportunity to challenge an appeal of my jurisdiction's allocation filed by another jurisdiction?*

   A jurisdiction that is the subject of an appeal filed by another jurisdiction will have the opportunity to challenge the appeal and present their case at the appeal public hearing.

9. *Will the jurisdiction that made a successful appeal be exempt from receiving any of their appealed numbers through the redistribution process?*

   The successful appellant will not be exempt from receiving any of their appealed numbers through the redistribution process. If more than 1,730 units are successfully appealed, SBCAG will apply a revised methodology.

10. *What is the filing deadline for appeals? When will SBCAG review appeals?*

    The key dates for the appeals process have not yet been finalized by SBCAG, but SBCAG anticipates that the 45-day filing period for appeals will begin in mid-March after the SBCAG Board adopts the final RHNA methodology at its March 18th meeting. This starts the 45-day appeals period ending on May 2nd.

    At the end of the 45-day appeals period on May 2nd, jurisdictions and HCD then have a 45-day appeals comment period leading up to June 16th.

    A Public hearing within 30-days of the comment period ending June 16th by the SBCAG Board to review and determine appeals will occur most likely in June during SBCAG Board June 17th meeting.

11. *How do we submit attachments and supplementary files to an appeal?*

    Supplementary attachments and files can be sent to Lauren Bianchi Klemann <LBianchiKlemann@sbcag.org>.

Attachment C

December 18, 2020 Letter from SBCAG to HCD

SBCAG
santa barbara county association of governments
260 North San Antonio Road, Suite B • Santa Barbara, CA • 93110
Phone: 805/961-8900 • Fax: 805/961-8901 • www.sbcag.org

December 18, 2020

Megan Kirkeby
Deputy Director, Housing Policy and Development
Department of Housing and Community Development
<sent via email to megan.kirkeby@hcd.ca.gov>

RE: SBCAG RHNA ALLOCATION METHODOLOGY

Dear Ms. Kirkeby:

SBCAG is pleased to submit its draft RHNA allocation methodology to HCD for review in accordance with Government Code § 65584.04(i). SBCAG worked collaboratively with the region's nine jurisdictions and HCD staff in the development of this methodology with a focus on the five statutorily defined objectives (§ 65584(d)).

I would like to recognize the contributions of several of your staff members. Tom Brinkhuis has served SBCAG well in his role as our primary point of contact. Tom actively participated in numerous meetings, was quick to answer questions, and provided benefit to the consultation process. Tyrone Buckley, Tawny Macedo, and Paul McDougall also participated in the process and provided positive contributions.

SBCAG RHNA Webpage
SBCAG hosted a RHNA webpage to act as a depository for all documents prepared for the 6th cycle. It served as a resource for those involved with the process as well as interested members of the public. Here is the link to the website: http://www.sbcag.org/rhna.html

RHNA Supplemental Report
Prior to formally beginning the 6th cycle process, SBCAG included a project in its FY 2019-20 Overall Work Program which resulted in the RHNA Supplemental Report. The document was ultimately approved by the SBCAG Board during its June 2020 meeting. The RHNA Supplemental Report coalesces relevant RHNA related data and documents past SBCAG processes and the processes of other regions. Its purpose was to prepare the region's planners and elected officials for the 6th cycle. A link to the RHNA Supplemental Report is available on SBCAG's RHNA webpage.

RHNA Project Development Team
Prior to beginning the 6th cycle process SBCAG staff consulted with San Luis Obispo Council of Governments (SLOCOG) staff to discuss its best practices. The use of a Project Development Team (PDT) was a result of those discussion. SBCAG invited the region's community development directors and planning directors to serve on the RHNA PDT and to guide the RHNA process. The PDT met five times between February and September 2020. HCD staff participated in the February, July, and August meetings. As the RHNA

allocation methodologies narrowed to a few alternatives SBCAG ended the role of the RHNA PDT and moved RHNA-related items to the Technical Planning Advisory Committee which is able to make formal recommendations to the SBCAG Board. All RHNA PDT meeting materials are available on SBCAG's RHNA webpage.

Technical Planning Advisory Committee

The Technical Planning Advisory Committee (TPAC) is a standing SBCAG advisory committee of the SBCAG Board. TPAC meets monthly, as needed, and is focused on land-use related issues in the Santa Barbara County Region. RHNA methodology was discussed by TPAC during its November 5 meeting, a Special TPAC meeting on November 12, and finally on December 3. TPAC agendas with RHNA-related items are available on SBCAG's RHNA webpage.

Survey Results

In accordance with Government Code § 65584.04(b)(1) SBCAG surveyed the region's nine local jurisdictions. Surveys were distributed on May 27, 2020 with a requested response deadline of July 2, 2020. Five of the region's nine local jurisdictions responded to the survey. Common themes among the responses include the following.

- Responding jurisdictions noted constraints related to the availability of land suitable for development.
- Several jurisdictions noted constraints related to agricultural use protection policies or local ordinances as well as constraints related to the California Coastal Act.

Note that the surveys highlighted other points, but those other points did not span multiple jurisdictions to be considered common themes. The survey responses are summarized on the SBCAG RHNA webpage.

Methodology

A following section highlights how the methodology satisfies the five objectives. This section describes the methodology.

To satisfy the requirements of Government Code § 65584.04(a) SBCAG, in consultation with HCD staff, elected to pursue a two-step methodology. SBCAG employed a two-step methodology in prior RHNA cycles as well. The Santa Barbara County region is divided into two distinct subregions – North County and South Coast. The Santa Ynez Mountain Range serves as a natural barrier between these two subregions. The first step of the two-step methodology divides the allocation into two subregional numbers. The value of the two-step methodology is it enables focus on the region's subregional jobs-housing imbalance.

First Step

The first step factors include a 60 percent weighting on existing jobs (InfoUSA, 2017) and a 40 percent weighting on forecasted 2020-2030 jobs (SBCAG Regional Growth Forecast, 2019). The 60/40 split allows for addressing the existing jobs-housing imbalance while also recognizing that conditions shift over time, though in reality there is not a significant

difference in the result when assessing sensitivity using a 100 percent allocation of either factor. The result of the first step allocates 60 percent of the region's RHNA determination to South Coast jurisdictions which also hosts 60 percent of the region's jobs.

The RHNA PDT considered a variety of first-step alternatives and ultimately chose to support the selected methodology because it most directly addresses the biggest fundamental planning challenge facing the Santa Barbara County region – its jobs-housing imbalance.

Second Step
The second step in the two-step formula allocates the subregional allocations to each of the respective local jurisdictions. The same second-step formula is applied to both subregions.

Considerable debate by both the RHNA PDT and TPAC members occurred when considering alternatives for a second step. Ultimately, the region chose to follow the intent of SB 828 (2018) for the second step. It includes equal weighting (50 percent) of both overcrowding and cost burden.

Other factors that were considered as part of a second step include: vacancy rate, forecasted household growth, forecasted job growth, and existing jobs, each under a variety of weightings. Overcrowding and cost burden were selected for the following reasons.

1. Approximately 55 percent of the region's RHNA determination resulted from SB 828. Employing overcrowding and cost burden recognizes the intent of SB 828 and assigns the corresponding units to the jurisdictions challenged by overcrowding and cost burden.
2. SB 828 caused the RHNA determination to exceed forecasted need and therefore the excess can be used to directly reduce overcrowding and cost burden.
3. When considering overcrowding and cost burden, as well as other options, the results remained in a relatively narrow band.
4. Of the options discussed, overcrowding and cost burden provide for simplicity in both the methodology and the ability to explain it to members of the public and elected officials.

Attachment A provides the results from the proposed methodology.

Income Group Allocation Methodology
To satisfy the requirements of Government Code § 65584(d)(4) SBCAG developed two methodologies for discussion by the RHNA PDT and TPAC members. The methodologies differed in the degree to which they sought to correct the income group disparities, though both sought to advance toward parity. TPAC members and the SBCAG Board elected to move forward with the methodology that works toward parity more expeditiously. Note that income group disparities exist to the point that they cannot be corrected within a single RHNA cycle. Following is a description of the methodology.

- Calculate the existing income group proportions for each jurisdiction
- Subtract the regional average income group proportion for each income group category and each jurisdiction
- Multiply by 1.5 to amplify the values (unique to the selected methodology)
- Add the values to the regional average income group proportions for each income group category and each jurisdiction
- Multiply the values for each jurisdiction's income group by that jurisdiction's RHNA allocation to determine allocation by income group
- Normalize

Attachment A provides the results from the proposed methodology.

Objectives

Development of the RHNA allocation methodology and the income group allocation methodology was focused on satisfying the five RHNA objectives (Govt. Code § 65584(d)(1-5).

1. Increase the housing supply and the mix of housing types, tenure, and affordability in all cities and counties within the region in an equitable manner, which shall result in each jurisdiction receiving an allocation of units for low- and very low-income households.

The methodology provides the largest shares of housing to the jurisdictions with the highest housing costs. To balance this, and to promote a mix of housing types, the methodology, by adjusting jurisdictions allocations by income levels, subsequently seeks to provide larger shares of very low- and low-income categories to these jurisdictions. Jurisdictions such as Guadalupe and Lompoc, which already contain a disproportionate share of very-low and low-income housing are provided higher proportions of moderate and above-moderate housing allocations, for example. In accordance with State law, each jurisdiction is allocated housing in all four income groups.

2. Promoting infill development and socioeconomic equity, the protection of environmental and agricultural resources, the encouragement of efficient development patterns, and the achievement of the region's greenhouse gas reductions targets provided by the State Air Resources Board pursuant to Section 65080.

This methodology directly complements the region's sustainable communities' strategy (SCS) which seeks to reduce greenhouse gases emitted by light-duty vehicles. SBCAG's SCS achieves the required greenhouse gas emissions largely by addressing the region's jobs-housing imbalance. SBCAG's year 2035 GHG reduction target is -17 percent per capita. Scenarios tested in the development of the SCS found that correcting the jobs-housing imbalance is the only realistic means of meeting the required GHG reductions. In excess of 77 percent of the region's determination is allocated to incorporated cities, thereby advancing this objective by promoting infill development. In addition, the allocation provided to the unincorporated county could reasonable be assumed to be accommodated within currently developed areas. Much of the existing development in

the unincorporated county is indistinguishable to the cities it abuts; therefore, it is not assumed to place demand on transportation inefficient parcels of land.

In its planning factors' survey response, the County noted that 81 percent of the unincorporated county is preserved or protected from urban development by means of the Williamson Act, being federal land, or land owned by conservation organizations. This condition largely constrains new development in the unincorporated county to areas already developed.

3. Promoting an improved intraregional relationship between jobs and housing, including an improved balance between the number of low-wage jobs and the number of housing units affordable to low-wage workers in each jurisdiction.

SBCAG's methodology directly addresses the imbalance between jobs and housing. Sub regionally, the allocation of housing units directly corresponds with jobs, 60 percent focused on existing jobs and 40 percent on forecasted job growth. In addition, the income group allocation methodology provides the greatest number of very low- and low-income units to the jurisdictions hosting the largest shares of the region's jobs. The methodology expands opportunity for very low- and low-income populations to be better connected to employment opportunity. While there are low-wage jobs throughout the county, the South Coast has a prevalence of low-wage service and tourism related jobs and the regions highest housing costs which results in drawing commuters from outside the South Coast (Northern Santa Barbara County and Ventura County). A South Coast emphasis on an improved job housing balance, income parity, and affirmatively furthering fair housing focuses on the improvement of the jobs housing fit between low-wage jobs and the housing needs of low wage workers.

4. Allocating a lower proportion of housing need to an income category when a jurisdiction already has a disproportionately high share of households in that income category, as compared to the countywide distribution of households in that category from the most recent American Community Survey.

Addressing the income-equity disparities of the region's jurisdictions was a key focus of the income group allocation methodology. Though it was found that the disparity could not be completely corrected within a single RHNA cycle, TPAC members recommended, and the SBCAG Board of Directors chose the alternative that achieves the maximum possible disparity reconciliation within a single RHNA cycle. Addressing this objective to a higher degree would have resulted in the inability to satisfy Objective 1.

Attachment A illustrates the degree of variation in income group allocation resulting from the methodology.

5. Affirmatively furthering fair housing.

SBCAG reviewed the 2020 version of the California Tax Credit Allocation Committee Opportunity Map for Santa Barbara County as it was developing the methodology. Areas containing the highest resource and high resource areas are concentrated in southern

Santa Barbara County, the Santa Ynez Valley, and the unincorporated community of Orcutt. Coincidentally, portions of the region with disproportionate shares of existing very low- and low-income households are also reflective of the lack of highest resource and high resource areas. Therefore, this objective could be addressed by satisfying Objectives 1 and 4, though SBCAG was prepared to further address fair housing if needed. Two options were considered, as described in the Income Group Allocation Methodology discussion provided earlier in this memorandum, and based on the second alternative, the alternative which employed a 1.5 times multiplier to amplify disparity, best addressing the affirmatively furthering fair housing objective it was selected. The result of this method allocates 73 percent of the region's combined very low- (71 percent) and low-income (76 percent) units to jurisdictions hosting the highest resource and high resource areas.

Public Process and Hearing

State law (Govt. Code § 65584.04(d)) requires SBCAG conduct at least one public hearing to receive oral and written comments on the proposed methodology. SBCAG noticed and conducted a public hearing during its Board of Directors meeting on December 17, 2020. Video documentation is available on SBCAG's website. In addition, numerous other opportunities for comment were provided to the public.

An informational item on RHNA was presented to the SBCAG Board of Directors during its July 2020 meeting. Additionally, a RHNA-related item was presented to both the North County and South Coast Subregional Planning Committees during their October 2020 meetings. The Subregional Planning Committees are comprised of SBCAG Board members representing the respective subregions. These meetings were all noticed and conducted in accordance with the Brown Act and the Governors' Executive Order N-29-20. Public comment was accepted in advance and during each meeting.

The RHNA methodology was the focus of discussion by TPAC, SBCAG's standing land-use advisory committee on November 5, 12, and December 3, 2020. TPAC meetings are noticed and conducted in accordance with the Brown Act and the Governors' Executive Order N-29-20. Public comment was accepted in advance and during each meeting.

On September 24, 2020, SBCAG conducted two virtual public workshops which were conducted for both the Regional Transportation Plan/Sustainable Communities Strategy and RHNA. A summary of the public input received is included in the October 19, 2020 PDT meeting memo. The memo is available on SBCAG's RHNA webpage. The public comment received aligns with the draft methodology.

Concluding Points

Local jurisdictions involved in the RHNA process have requested HCD provide a training seminar on suitable sites and related changes to State law. Should HCD staff be able to provide this training please coordinate with my staff to arrange the seminar.

Should questions arise during HCD's review, please do not hesitate to contact Michael Becker, Director of Planning, mbecker@sbcag.org or 831-915-9466.

Sincerely,

Marjie Kirn (Dec 18, 2020 09:56 PST)

Marjie Kirn
Executive Director

cc: Michael Becker, Director of Planning, SBCAG
Brian Bresolin, RHNA Project Manager, SBCAG
Lauren Bianchi-Klemann, Govt. Affairs and Public Information Manager, SBCAG
Tom Brinkhuis, HCD
Rachel van Mullem, Chief Assistant County Counsel, Santa Barbara County

Attachment A

Table: SBCAG RHNA Methodology Result

Jurisdiction	Percent of Regional Determination	Percent Allocation by Income Group and Jurisdiction			
		Very Low	Low	Moderate	Above Moderate
Carpinteria	3.63%	30.82%	14.61%	14.61%	39.97%
Santa Barbara	32.19%	26.51%	17.17%	17.76%	38.55%
Goleta	7.39%	35.47%	17.52%	19.98%	27.00%
Uninc. (South Coast)	16.66%	20.16%	22.93%	25.52%	31.37%
Lompoc	9.05%	9.61%	11.65%	13.36%	65.43%
Uninc. (Lompoc Valley)	2.10%	38.11%	13.73%	9.72%	38.42%
Santa Maria	21.80%	19.73%	9.91%	12.99%	57.41%
Guadalupe	1.73%	3.71%	5.65%	17.70%	73.02%
Uninc. (Santa Maria Valley)	2.90%	34.74%	16.34%	16.04%	32.87%
Solvang	0.77%	28.12%	20.05%	11.05%	40.76%
Buellton	0.66%	32.02%	22.18%	17.87%	27.89%
Uninc. (Santa Ynez Valley)	1.13%	32.17%	18.97%	20.07%	28.76%
Region Total	100.00%	24.60%	15.90%	17.20%	42.30%
Total Unincorporated	22.79%	27.62%	19.56%	20.38%	32.42%

Attachment D

February 16, 2021 Letter from HCD to SBCAG

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

February 16, 2021

Marjie Kirn, Executive Director
Santa Barbara County Association of Governments
260 North San Antonio Road, Suite B
Santa Barbara, CA 93110

Dear Executive Director Marjie Kirn:

RE: Review of Draft Regional Housing Need Allocation (RHNA) Methodology

Thank you for submitting the draft Santa Barbara County Association of Governments (SBCAG) Sixth Cycle Regional Housing Need Allocation (RHNA) Methodology. Pursuant to Government Code Section 65584.04(i), the California Department of Housing and Community Development (HCD) is required to review draft RHNA methodologies to determine whether a methodology furthers the statutory objectives described in Government Code Section 65584(d).

The draft SBCAG RHNA methodology begins with the total regional determination provided by HCD of 24,856 units. The methodology divides the determination into two subregions—North County and South Coast—and allocates units to each subregion based on access to jobs. The methodology includes a 60 percent weighting applied to existing jobs and a 40 percent weight applied to forecasted 2020-2030 jobs from SBCAG's Regional Growth Forecast.

The methodology distributes the subregional allocations to cities and unincorporated areas based on a 50 percent weighting for both overcrowding and cost burden. Lastly, the methodology adjusts based on the current distribution of housing in terms of RHNA's four income categories.

In addition to being divided into north and south subregions, the methodology divides the unincorporated areas of Santa Barbara County into four specific areas: South Coast, Lompoc Valley, Santa Maria Valley, and Santa Ynez Valley. The unincorporated South Coast area receives most of the unincorporated units.

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HCD has completed its review of the methodology and finds that the draft SBCAG RHNA Methodology furthers the statutory objectives described in Government Code 65584(d).[1] HCD commends SBCAG for including factors in the draft methodology that direct units toward jurisdictions with more jobs and direct lower income units into high resource areas. In the interest of furthering RHNA statutory objective 4 (balancing income distributions), the draft SBCAG methodology makes adjustments that increase the number of lower income units going to higher income areas as a percentage of their total allocation. The inclusion of overcrowding as an allocation factor advances the objective of increasing housing supply where it is needed, but has the potential to weaken the furthering of other objectives, including the affirmatively furthering fair housing objective, as overcrowding can often be correlated with under-resourced and lower income communities. However, SBCAG's methodology balances this by applying a focus on jobs in the regional allocation and a strong equity adjustment to its jurisdictions, shifting over 75% of the lower income RHNA toward high resources areas with access to jobs.

Below is a brief summary of findings related to each statutory objective described within Government Code Section 65584(d):

1. Increasing the housing supply and the mix of housing types, tenure, and affordability in all cities and counties within the region in an equitable manner, which shall result in each jurisdiction receiving an allocation of units for low- and very low-income households.

The methodology allocates larger shares of RHNA to jurisdictions that experience higher rates of housing cost burden and higher rents. For example, the cities of Santa Barbara, Santa Maria, and Guadalupe have the highest share of cost burdened households and receive the highest share of RHNA as a proportion of existing households. Santa Maria and Guadalupe also have the highest rates of overcrowding. Santa Barbara receives the largest allocation both in terms of the highest ratio of RHNA units to existing units and percentage share of the region's RHNA. Santa Barbara also has the highest typical home value and the third highest median rent in the region.

Due to a strong equity adjustment, higher income jurisdictions generally receive greater lower income RHNA allocations relative to their existing share of households. On average, higher income cities receive a share of lower income RHNA that is greater than their share of existing households. Lower income cities receive a smaller share of lower income RHNA relative to their existing households.

2. Promoting infill development and socioeconomic equity, the protection of environmental and agricultural resources, the encouragement of efficient development patterns, and the achievement of the region's greenhouse gas reductions targets provided by the State Air Resources Board pursuant to Section 65080.

The draft SBCAG methodology encourages a more efficient development pattern. The

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[1] While HCD finds this methodology compliant, applying this methodology to another region or cycle may not necessarily further the statutory objectives as housing conditions and circumstances may differ.

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initial jobs factor included in the methodology directs more housing units to areas with lower vehicle miles traveled (VMT) and more jobs and transit. For example, Santa Barbara, with the second lowest annual household VMT and the largest share of the region's job, receives the most RHNA in total numbers and by regional share. Santa Maria, with the lowest VMT and the third largest share of the region's jobs, receives the second largest RHNA allocation for a city in terms of total numbers and regional share. Both Santa Barbara and Santa Maria rank in the top three cities in terms of jobs access via 30-minute car commute. Further, the more urbanized South Coast unincorporated area receives the largest share of the unincorporated county RHNA at 73 percent. Conversely, the high-VMT cites of Buellton and Solvang receive the lowest allocations.

3. Promoting an improved intraregional relationship between jobs and housing, including an improved balance between the number of low-wage jobs and the number of housing units affordable to low-wage workers in each jurisdiction.

The draft SBCAG methodology generally allocates more RHNA units to jurisdictions with more jobs. For instance, the City of Santa Barbara, the unincorporated county, and Santa Maria have the largest shares of the region's jobs and receive the largest percentage of the allocation. These three areas also have the most lower income jobs and receive the most lower income RHNA.

Santa Barbara and Goleta have the highest jobs/housing imbalance with 2.4 jobs for every housing unit. The methodology mitigates this imbalance with high allocations to the region's job centers. However, the methodology is less effective at addressing overall jobs/housing imbalances for smaller jurisdictions. Additional weighting of a jobs factor could be employed during the next cycle to help address these imbalances.

4. Allocating a lower proportion of housing need to an income category when a jurisdiction already has a disproportionately high share of households in that income category, as compared to the countywide distribution of households in that category from the most recent American Community Survey.

This objective is furthered by a strong adjustment made to rebalance allocated units among the income categories. As a result of this adjustment, lower income jurisdictions receive 18 percent of their RHNA as lower income units on average, whereas higher-income jurisdictions receive 49 percent of their RHNA as lower income units. For example, Guadalupe, Lompoc, and Santa Maria currently have the top three highest percentages of lower income households and receive the smallest percentage of lower income RHNA units. This adjustment moves the region towards planning for a more even distribution of lower income households, which will increase housing planning for low- and very-low-income households in higher income communities. Further, not only does this adjustment further objective four, it also ensures lower income units are distributed equitably relative to objectives one and five.

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5. Affirmatively furthering fair housing, which means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.

SBCAG's methodology directs more lower income RHNA to higher-resourced areas. This is accomplished through an equity adjustment that increases the percentage of lower income units directed toward high resource and opportunity areas. The jobs focus and strong equity adjustment helped balance the potential consequences for this objective related to using overcrowding in the allocation.

HCD appreciates the active role of SBCAG staff in providing data and input throughout the draft SBCAG RHNA methodology development and review period. HCD especially thanks Michael Becker and Brian Bresolin for their significant efforts and assistance.

HCD looks forward to continuing our partnership with SBCAG to assist its member jurisdictions to meet and exceed the planning and production of the region's housing need.

Support opportunities available for the SBCAG region this cycle include, but are not limited to:

- SB 2 Planning Grants Technical Assistance: Ongoing regionally tailored technical assistance will also remain available throughout the housing element development timeline. Technical assistance information is available at https://www.hcd.ca.gov/community-development/planning-grants-ta.shtml.

- HCD also encourages all SBCAG's local governments to consider the many other affordable housing and community development resources available to local governments, including the Permanent Local Housing Allocation. HCD's programs can be found at https://www.hcd.ca.gov/grants-funding/nofas.shtml.

If HCD can provide any additional assistance, or if you, or your staff, have any questions, please contact Tom Brinkhuis, Housing Policy Specialist at (916) 263-6651 or tom.brinkhuis@hcd.ca.gov.

Megan Kirkeby
Deputy Director

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 26, 2021

ITEM FOR COUNCIL CONSIDERATION

Consultant Services Agreement between the City of Carpinteria and RRM Design Group to prepare the City's Downtown Design Overlay Program and Accessory Dwelling Unit Prototypes for an amount not-to-exceed $177,783.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item ___

1. Authorize the City Manager to execute an Agreement for Consultant Services to prepare the City's Downtown Design Overlay Program and Accessory Dwelling Unit Prototypes for an amount not-to-exceed $177,783.
2. Appropriate $92,783 from the Measure X Fund to the Advanced Planning Division's Professional Services Account in the General Fund, Expense Account No. 101-302-5201 and the associated transfer of $92,783 from the Measure X Fund to the Advanced Planning Division's Professional Services Account in the General Fund.

Sample Motion: I move to:

1. Authorize the City Manager to sign the Agreement between the City of Carpinteria and RRM Design Group, to prepare the City's Downtown Design Overlay Program and Accessory Dwelling Unit Prototypes for an amount not-to-exceed $177,783.
2. Appropriate $92,783 from the Measure X Fund to the Advanced Planning Division's Professional Services Account in the General Fund, Expense Account No. 101-302-5201 and the associated transfer of $92,783 from the Measure X Fund to the Advanced Planning Division's Professional Services Account of the General Fund.

(motion requires a roll call vote)

BACKGROUND

Downtown Design Overlay. Senate Bill No. 2 – Building Homes and Jobs Act of 2017 (SB 2) established a permanent, ongoing source of funding dedicated to affordable housing development. SB 2 provides grant assistance to local governments to update their local planning and zoning documents to streamline housing production (Section 50470(b)(1)(A). The City received a $160,000 SB 2 grant in 2020, of which $125,000 is allocated toward the creation of the Downtown Design Overlay Program and $35,000 will be allocated to implement changes to the State Density Bonus Law (Gov. Code § 65915).

The Downtown Design Overlay is intended to implement objective design standards and development procedures into the City's Zoning Code. The new regulations would facilitate development in the Downtown Neighborhood, including new construction and redevelopment of residential and mixed-use development, as a part of the City's response to recent changes in state housing laws designed to promote the building of more housing throughout California.

Policies of the Community Design Element anticipate the City's creation of plans for residential neighborhoods, commercial areas, and major street corridors to guide development in more detail than base zone districts. The Downtown Design Overlay would be expected to serve as implementation of a portion of the Community Design Element policies. Given this past year's pandemic, the California Department of Housing and Community Development (HCD), the agency that administers SB 2 grants, granted a City-requested time extension to complete the Downtown Design Overlay Program by October 11, 2022, with the possibility of future extensions should additional time become necessary.

Accessory Dwelling Unit Program Prototype Unit Designs. – In October 2020, the City submitted a $115,881 HCD Regional Early Action Planning (REAP) grant application. The grant was awarded by HCD and a Notice to Proceed was issued for March 1, 2021. The grant will be used to amend the Zoning Code to include an Accessory Dwelling Unit (ADU) program based on numerous ongoing changes to state ADU laws, implementing the most recent guidance from HCD and the CCC (December of 2020). Currently, an administrative draft of the new ADU program is under staff review, and a public draft is expected to be released late spring (May – June 2021). All grant tasks for this program must be completed by November 1, 2023.

The purpose of this matter is to allow the City Council to consider and act on a proposal for consultant services to assist City staff in completing the described work.

DISCUSSION

On February 22, 2021, the City issued a Request for Proposal (RFP) to four firms that specialize in urban design, to assist the City's Community Development Department staff in the preparation of the Downtown Design Overlay Program. Staff sought local and regional design firms who would be capable of providing such assistance. An emphasis was placed on design firms with proven experience in the preparation of objective development standards that promote housing production while preserving the community's character. RRM submitted a proposal on March 19, 2021, which the City determined to fully respond to the necessary qualifications and capabilities.

To supplement the Accessory Dwelling Unit Program, with a goal of further simplifying the ADU permit process, the City requested that RRM Design Group provide a scope of work and budget to prepare two "off-the-shelf" ADU prototypes. The prototypes would constitute two ADU plan sets that would receive pre-approval through the City's development review process and comply with building and fire code requirements. The RRM proposal is included as Exhibit A of Attachment A.

Based on its experience with professional consulting services agreements, staff evaluated the RRM proposal and determined it to be fair and reasonable. RRM's proposal provides experienced staff, with proven skills in architecture, urban design, and planning. RRM understands state planning and housing laws and has the ability to assist with preparation of objective development standards that reflect the City's community design objectives. The firm's relevant project references include recently completed and ongoing programs for other California public agencies to facilitate permit processes that promote housing production. RRM's budget and schedule reasonably respond to their proposed scopes of work. RRM Design Group was therefore selected by staff for this work effort under a proposed two-year contract (calendar year), with a not-to-exceed price of $177,783.00 (Exhibit A of Attachment A).

FINANCIAL CONSIDERATIONS

The City was awarded a grant from the California Department of Housing and Community Development in the amount $160,000, of which $125,000 is allocated to the Downtown Design Overlay Program. The City budgeted $85,000 for toward a design consultant and $40,000 toward the Advanced Planning Principal Planner position. The Accessory Dwelling Unit Prototypes effort are not a part of current grant awards and would therefore require a General Fund allocation.

RRM Design Group's preparation of the Downtown Design Overlay Program would cost $134,759 and their preparation of the Accessory Dwelling Unit Prototypes would cost $43,024. General fund allocations would therefore require $92,783 (RRM Design Group's proposed budget for both programs [$177,783] less the consultant portion of

the SB 2 Grant allocation [$85,000]). The contract period spans three fiscal years, commencing with the current 2020-2021 fiscal year.

The Downtown Design Overlay Program and Accessory Dwelling Unit Prototypes would require a budget appropriation of $92,783 from the Measure X Fund to the Advanced Planning Division's Professional Services Account in the General Fund, Expense Account No. 101-302-5201 and the associated transfer of $92,783 from the Measure X Fund to the General Fund.

The current estimated Measure X Fund Balance is $2,242,360. This amount may be reduced by $422,000, for a balance of $1,820,360, if the City Council approves appropriation and transfer of Measure X Funds for the 2021 Pavement Maintenance Project (which is also scheduled for action on April 26, 2021).

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

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

OPTIONS

1. Authorize the City Manager to execute the Agreement between the City and RRM Design Group, to prepare the Downtown Design Overlay Program (staff recommendation).
2. Authorize the City Manager to execute the Agreement with City Council modifications.
3. Receive staff report and choose not to execute the Agreement, and direct staff to explore other options.

PRINCIPAL PARTIES EXPECTED AT VIRTUAL MEETING

RRM Design Group representative.

ATTACHMENT

Attachment A — Agreement for Consultant Services Between the City of Carpinteria and RRM Design Group

Staff Contact: Rita Bright, Principal Planner, Community Development Department
(805) 755-4441 ritab@ci.carpinteria.ca.us

Signature

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

Signature

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

Signature

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ATTACHMENT A

Consultant Services Agreement between the City of Carpinteria and RRM Design Group

Downtown Design Overlay Program and Accessory Dwelling Unit Prototypes

April 26, 2021

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Project Name: Downtown Design Overlay Program

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES ("**Agreement**") is made and effective as of the 26th of April, 2021 by and between the City of Carpinteria, a municipal corporation ("**City**"), and the RRM Design Group (**"Consultant**") (collectively, the "**Parties**") at Carpinteria, California, with reference to the following facts:

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

B. Consultant has represented itself as being fully qualified and available to perform the consultant services required or necessary under this Agreement in a fully competent, professional and timely manner; and

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

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

1. **SERVICES.**

1.1 **Basic Services**. City hereby retains Consultant to perform the services described and set forth in the attached proposal (RRM, March 19, 2021 revised), 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. Consultant is an independent contractor of City. Any and all employees of the Consultant engaged by the Consultant in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees or agents of the Consultant only and not of the City, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Consultant. Consultant is solely responsible for the professional quality, accuracy and timely completion and/or submission of all work related to the Basic Services.

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

2.4 **Contract Administration**. The City Manager or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The City Manager or his/her designee shall have the authority to act on the City's behalf to review and approve all products submitted by Consultant and may execute all necessary documents to authorize Consultant to perform Additional Services as provided for herein. The City Manager or his/her designee shall have the authority to render decisions within guidelines established by the City Council and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information. The following individual(s) will serve as the primary contact(s) for Consultant in the administration of this Agreement:

Jami Williams, Principal-in-Charge

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, 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 the amount of **$177,783** 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 A, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials. In the event a term or condition in any document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of documents shall be as follows: This Agreement, the City's Request for Proposal together with attachments, Consultant's proposal together with attachments.

4.2 **Additional Services**. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Basic Services, unless such services are authorized Additional Services agreed to in advance and in writing in the method provided for herein. Consultant will submit fee estimates for such Additional Services upon request of City.

4.3 **Invoices**. Within ten (10) days after the end of each calendar month in which services are performed or expenses are incurred under this Agreement, Consultant shall submit an invoice to the City. The City will pay the consultant within (30) thirty days of receipt of a submitted invoice for services. However, should City reasonably determine that Consultant has not fulfilled any services or met the timelines established in Exhibit A, City shall notify Consultant of the failure in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product or performance of Services. The City, at its discretion may provide the Consultant five (5) days to cure the breach. City may withhold the accompanying payment without penalty until such time as Consultant cures the breach. In the alternative, upon Consultant's failure to meet any deadlines the City may modify the Services schedule. Should Consultant or its representatives fail to cure the breach within five (5) days, or fail to reasonably agree to such modified schedule, City may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Consultant.

4.4 **Withholding**. City reserves the right to withhold any progress payment in an amount not to exceed 150 percent of the disputed amount where City disputes in good faith the amount due, including but not limited to instances where City believes the Consultant's services are substantially inadequate and has given Consultant notice thereof within thirty (30) days after receipt of product or performance of said alleged inadequate service.

4.5 **Taxes/Insurance/Licenses**. Consultant shall be solely responsible for the payment of any federal, state, or local income tax, social security tax, workers'

compensation insurance, state disability insurance, and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Consultant and any approved subcontractors performing Services under this Agreement shall have in full force and effect all licenses necessary for the performance of Services hereunder, including without limitation, business licensing from City, all at the sole cost of Consultant.

5. **RECORDS**.

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

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

5.3 **Original Records**. All original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and other work, materials or documents prepared or used to prepare Consultant's work product in the course of providing the Services pursuant to this Agreement shall be referred to as "**Consultant Work Product**". Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete Consultant Work Product shall become the sole property of City once the Consultant has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Consultant Work Product in whole or in part in any manner it deems appropriate, without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may retain copies of such Consultant Work Product as a part of its record of professional activity, except for Consultant Work Product marked as "DRAFT" or "CONFIDENTIAL".

6. **TERMINATION.**

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

under this Agreement, unless the notice provides otherwise.

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

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

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

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 B 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 B, which is incorporated by this reference as though set forth in full.

9. **INDEMNIFICATION**. Consistent with California Civil Code Section 2782.8, et seq., when the services to be provided under this agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8,

Consultant shall, to the fullest extent permitted by law, indemnify, protect, and hold the City harmless for all claims, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of the City.

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
Phone: (805) 684-5405

To Consultant:
Jami Williams, Principal-In-Charge
RRM Design
10 E. Figueroa St., #200
Santa Barbara, CA 93101
Phone: (805) 963-8233

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

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

12.5 **Licenses**. At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses, certifications, or related credentials required by law for the performance of Services described in this Agreement. Consultant represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.

12.6 **Labor Conditions**. City is a public entity in the state of California, and therefore, City and Consultant are subject to the provisions of the Government Code and the Labor Code of the state of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Consultant.

12.7 **Labor Requirements**. Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, mandate that 8 hours' labor constitutes a legal days' work, and require Consultant to pay the general prevailing wage rates. The California statutory provisions for penalties for failure to pay prevailing wages will be enforced and the statutory provisions for penalties for failure to comply with California's wage and hour laws will be enforced. In addition, Consultant is required to comply with the statutory requirements relating to employment of apprentices. Consultant also must secure the payment of workers' compensation to its employees as provided by California law. Consultant acknowledges its obligation to secure payment of Workers' Compensation before beginning work as set forth in the attached Exhibit C (together, "Acknowledgement of Workers' Compensation Obligation" and "Declaration of Exemption from Workers' Compensation") which is incorporated by this reference as though set forth in full. Additionally, Consultant is required to comply with all statutory requirements relating to certified payroll records, including the maintenance of the records, their certification, and their availability for inspection.

12.8 **Discrimination**. No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Consultant shall comply with all local, state, and federal laws relating to equal employment opportunity rights.

12.9 **Assignment**. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City, which shall have the sole discretion to consent to any proposed assignment. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.

12.10 **Waiver**. No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12.11 **Force Majeure**. Neither Consultant nor City shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

12.12 **Construction of Terms**. All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.

12.11 **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.

12.12 **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.

12.13 **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.

12.14 **Counterparts**. This Agreement may be executed in counterparts, each of which shall remain in full force and effect as to each party.

12.15 **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"
RRM Design Group

By:_____
Jami Williams, Principal-in-Charge

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

ATTACHMENTS:
Exhibit A – Basic Services
Exhibit B – Insurance
Exhibit C – Worker's Compensation Requirements

Exhibit A

RRM Design Group Proposal

Downtown Design Overlay Program

and Accessory Dwelling Unit Prototypes

April 26, 2021

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rrm design group

Proposal Presented to the City of Carpinteria on March 19, 2021

DOWNTOWN DESIGN
OVERLAY PROGRAM



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PROPOSAL FOR DOWNTOWN DESIGN OVERLAY PROGRAM

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47	7 Agreement for Professional Services

GRAPHICS & PHOTOGRAPHS:

This document features images of RRM Design Group and its subconsultant partners' projects, the graphics and photos of which are owned and copyrighted by our respective firms. There are no stock photos or images of any kind used in this proposal.

ABOUT RRM DESIGN GROUP:

1 0 E Figueroa St., Ste. 200 • Santa Barbara, CA 93101

p: (805) 963-8283 • f: (805) 963-8184 • w: rrmdesign.com

California corporation • Leonard Grant, Architect C26973 • Robert Camacho, PE 76597 • Steven Webster, LS 7561 • Jeff Ferber, PLA 2844

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RRM PROJECT

Casa de las Fuentes Affordable Housing
Santa Barbara, California



You'll notice several graphics and photos throughout our proposal featuring residential and mixed-use projects designed and implemented by RRM Design Group.

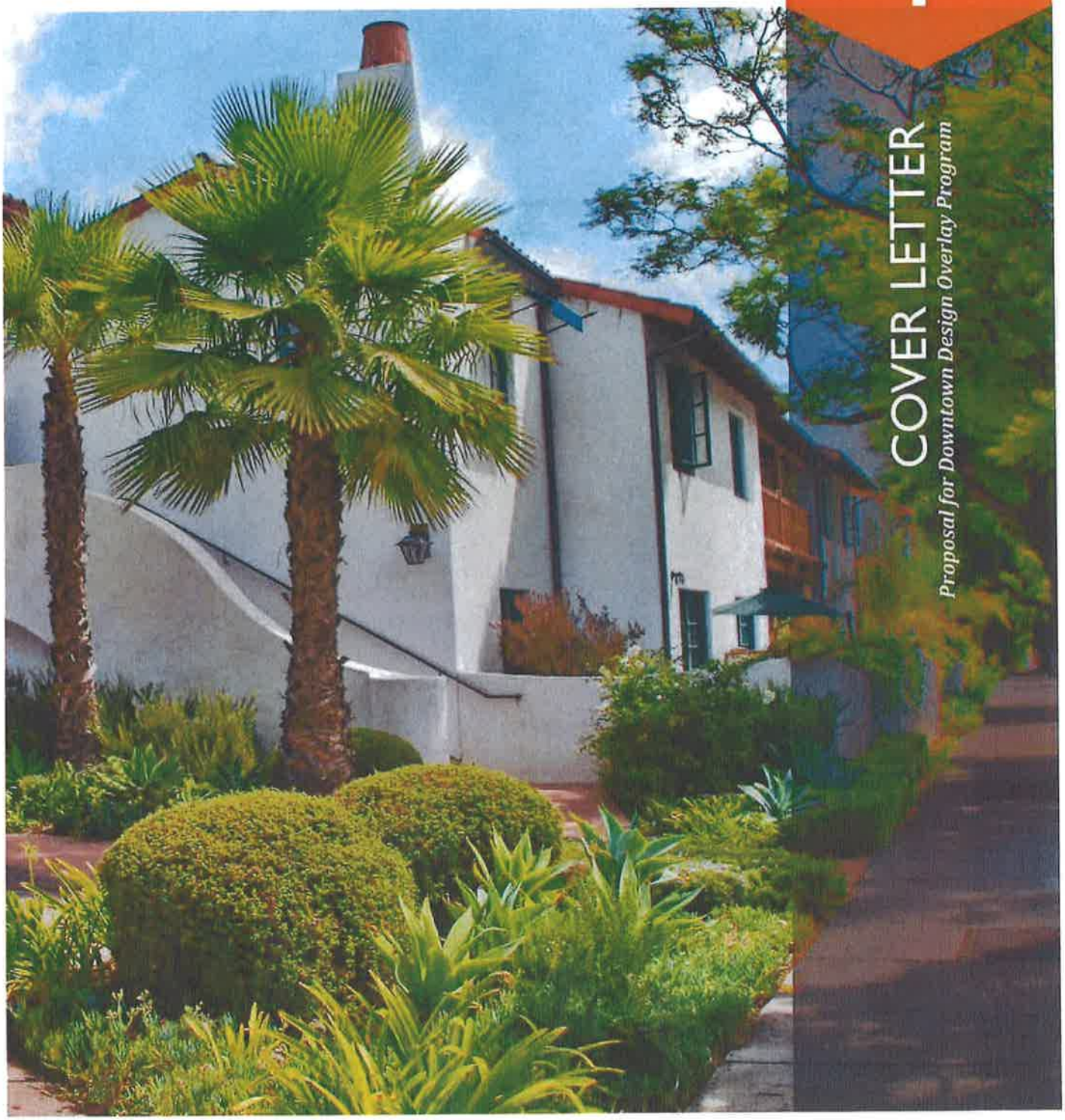
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Section

1

COVER LETTER

Proposal for Downtown Design Overlay Program



March 19, 2021

Rita Bright,
Principal Planner
City of Carpinteria
Community Development
Department
5775 Carpinteria Avenue
Carpinteria, CA 93013
ritab@ci.carpinteria.ca.us

CREATING ENVIRONMENTS PEOPLE ENJOY.

www.rrmdesign.com

10 E. Figueroa St., Ste. 200
Santa Barbara, CA 93101
p: (805) 963-8283
f: (805) 963-8184

RE: CITY OF CARPINTERIA DOWNTOWN DESIGN OVERLAY PROGRAM

Dear Ms. Bright,

As a City, Carpinteria wants to find solutions for the growing housing crisis. This coincides with navigating an evolving landscape of housing policy such as the Housing Accountability Act, Senate Bill 35 Streamlining, the Housing Crisis Act (Senate Bill 330), Assembly Bill 2162, and more. The City currently relies on objective and subjective standards and guidelines to regulate design of multi-unit and mixed-use residential projects in Downtown Carpinteria via the Design Review Board process. Now you are looking to adopt clear, concise, and organized objective design standards in an effort to minimize opportunities where subjectively written guidelines and standards may lead to interpretive design-related conclusions and undesired outcomes. You need a multidisciplinary firm with experience in housing best practices, to assist in the preparation of amendments to Title 14 of the City's Municipal Code, the creation of objective standards for housing developments, and preparation of educational material to inform and guide users of the newly adopted regulations. RRM Design Group is that firm and here is why...

We know the project type...

For 45 years, as a multidisciplinary design firm, RRM's architects, planners, urban designers, landscape architects, and engineers have worked extensively with public and private sector housing clients. We know what is feasible and we understand the realities that can stymie housing production. Our experience on both sides of the counter gives us unique insight into not only how to craft easy-to-use and easy-to-administer standards, but also the necessary developer requirements to yield quality housing projects. We have planned and designed hundreds of affordable, multifamily, and mixed-use housing units in California. This unique ability allows us to create development standards that are truth tested by architects. Moreover, we have written Objective Design Standards for several municipalities throughout the state.

We listen and love to collaborate...

RRM listens and responds in a collaborative manner employing the skills and experience of various professionals on each job with the demands of the assignment. We are devoted to community–based planning that engages the public in a meaningful way and produces a vision that will be embraced. We know how to work with a diverse population and garner their trust and translate their ideas into workable solutions and we have been positively impacting communities through honest and creative engagement using innovative communication tools and techniques. We are a team of skilled professionals and creative thinkers who plan and design for implementation. We do it with impeccable attention to detail—on time, on budget, and sensitive to political and social issues.

We are passionate...

Affordable housing, multifamily and mixed-use development, design standards, and collaboration with City staff; these are the jobs that keep us inspired and excited about planning and design. We have helped cities to craft implementable Objective Design Standards; we understand and are fulfilled by efforts to curb the housing crisis and want to maintain the integrity and character of the city. At RRM, this job matters...it is the project type that gets us out of bed in the morning. We can't wait to get started!

Thank you for your time.

Sincerely,
RRM Design Group

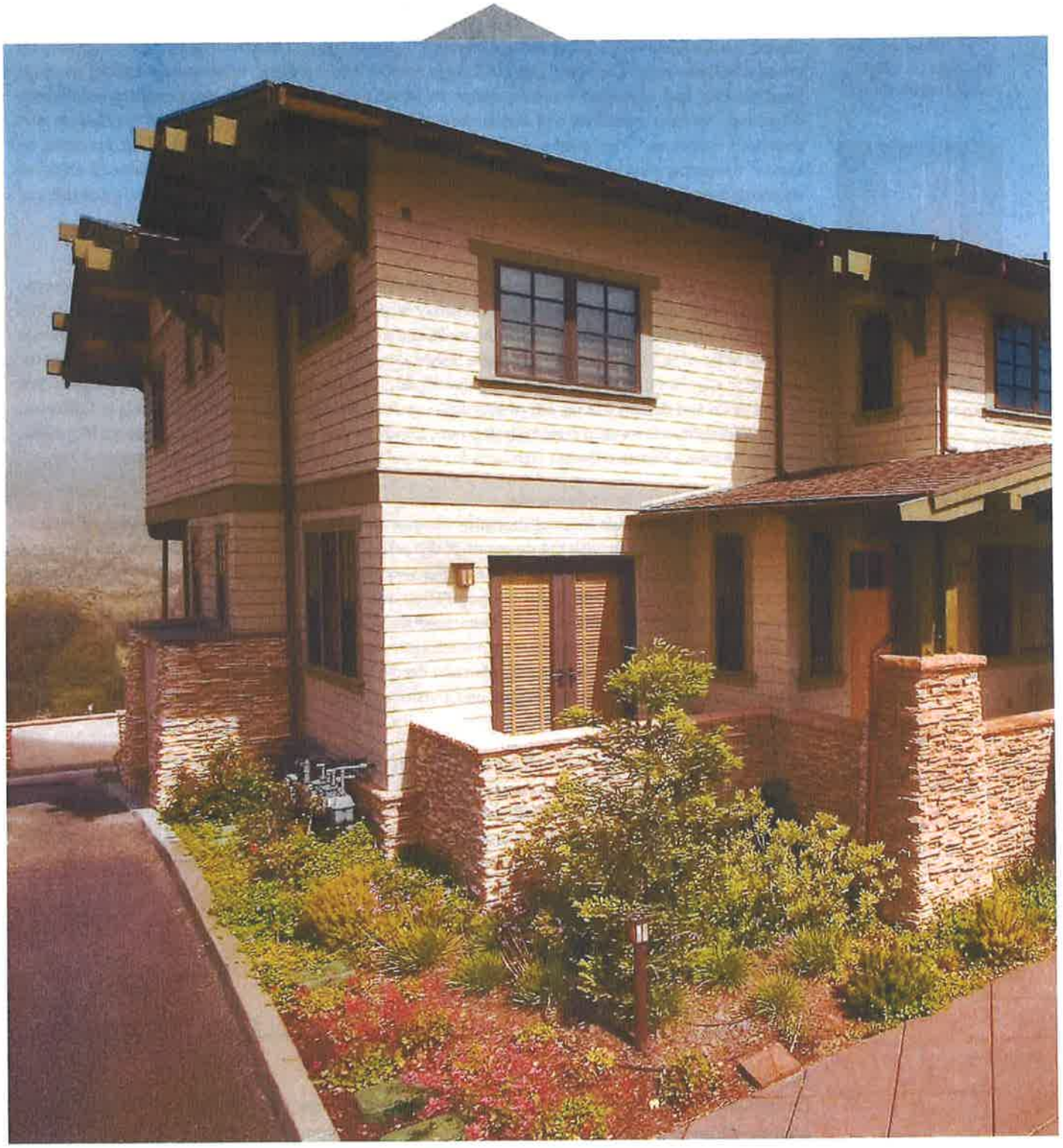
Jami Williams
Principal-in-Charge/Authorized Signer
jawilliams@rrmdesign.com

Brady Woods
Project Manager/Primary Contact
bmwoods@rrmdesign.com

RRM PROJECT

Avila Oaks Multifamily Development

Avila Beach, California



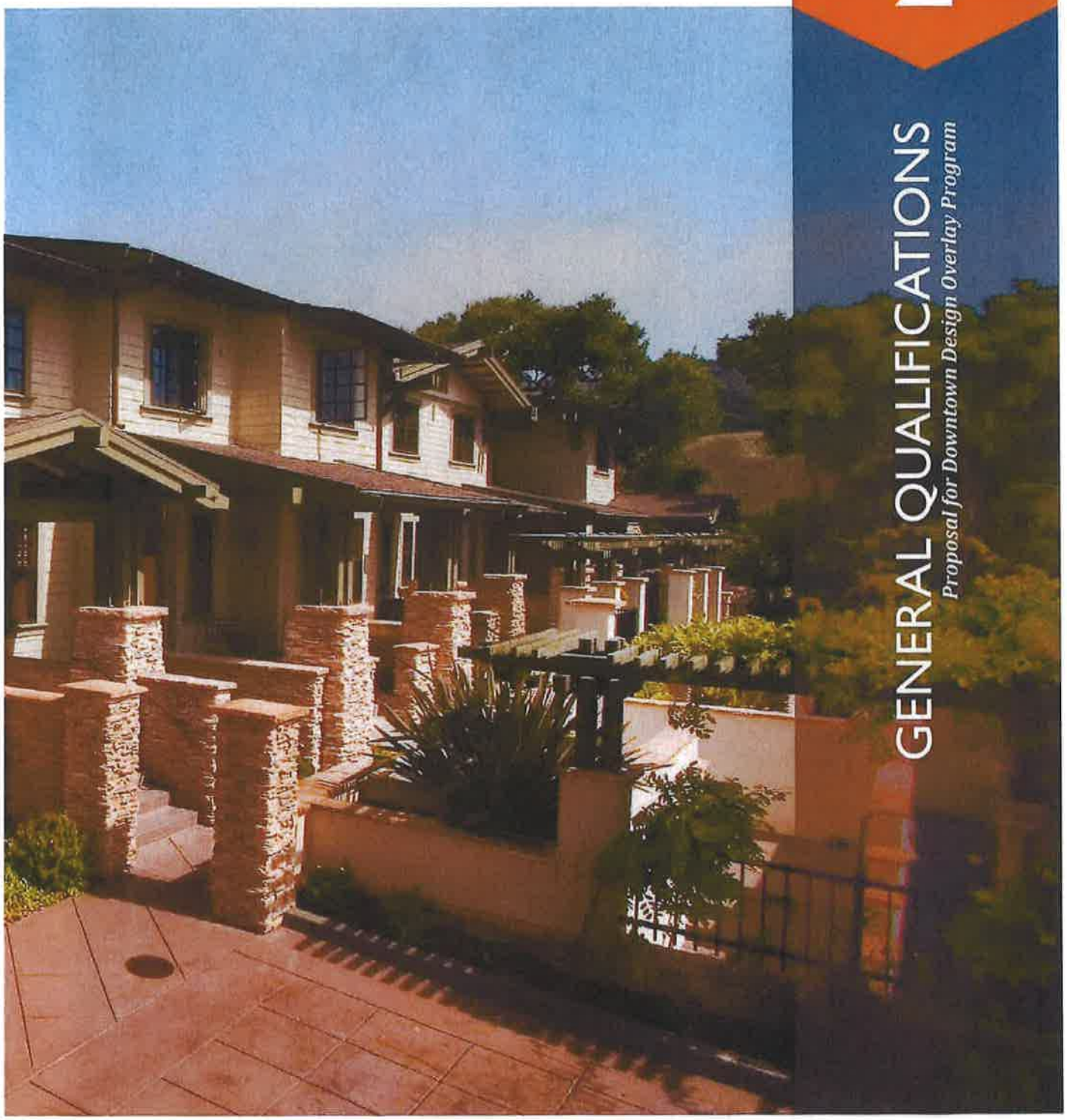
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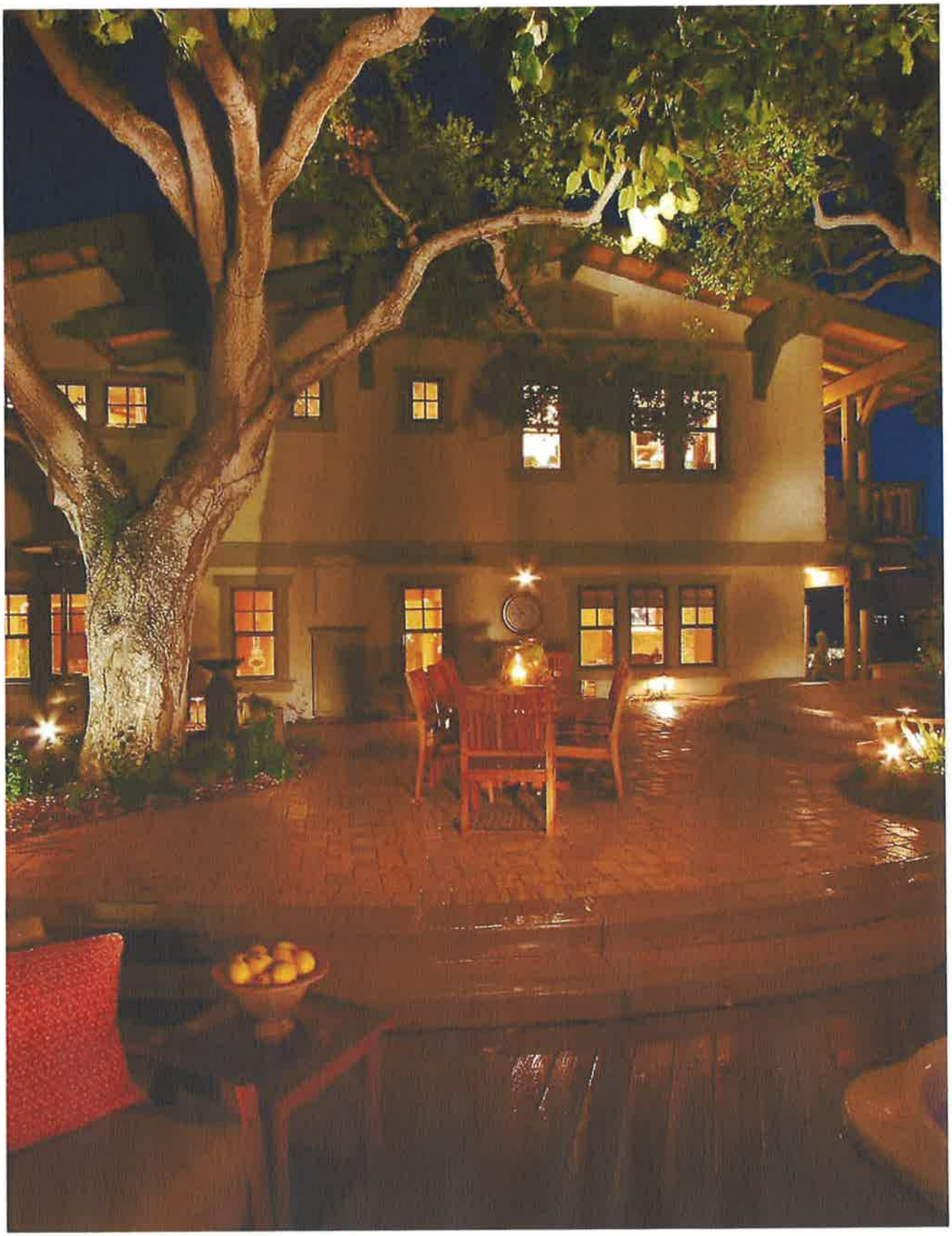
Section

2

GENERAL QUALIFICATIONS

Proposal for Downtown Design Overlay Program





FIRM PROFILE | *RRM Design Group*

RRM exists because we love creating environments people enjoy. That is what got us into the business over 45 years ago, and it is why we continue to thrive today. Our architects and landscape architects, engineers, surveyors, and planners work with our clients and their communities to create the parks our children play in, the roads we drive down on our way to work, the neighborhoods we come home to, and the fire stations that keep our communities safe.

Our work culture emphasizes collaboration, frequent communication, and accessibility. We're a close partner with our clients, helping them understand and navigate through the project lifecycle. Whether your project is public or private, commercial or residential, we listen, we design, and we deliver. On time. On budget. Since 1974.







PERSONNEL BY DISCIPLINE

133 *professionals on staff at RRM Design Group in* 6 *core disciplines:*



20	California Licensed Architects
27	Architecture Designers
10	California Licensed Civil Engineers
2	California Licensed Structural Engineer
14	Engineering Designers
16	California Licensed Landscape Architects
9	Landscape Designers
10	Community & Urban Planners
1	Licensed Surveyor
4	Surveying Technicians
23	Administrative Support Staff
20	LEED® Accredited Professionals
3	Certified Planners (AICP)
4	Congress for New Urbanism Accredited Professionals

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CREATING ENVIRONMENTS PEOPLE ENJOY.

SANTA BARBARA
10 East Figueroa St., Ste. 200
Santa Barbara, CA 93101
p: (805) 963-8283
f: (805) 963-8184

SAN LUIS OBISPO
3765 South Higuera St., Ste. 102
San Luis Obispo, CA 93401
p: (805) 543-1794
f: (805) 543-4609

SAN JUAN CAPISTRANO
32332 Camino Capistrano
Ste. 205
San Juan Capistrano, CA 92675
p: (949) 361-7950
f: (949) 361-7955

SAN LEANDRO
325 Davis St.
San Leandro, CA 94577
p: (510) 751-4910
f: (510) 686-8831

FIELD OFFICES
San Diego, Palm Desert, El Segundo

WEBSITE
www.rrmdesign.com



PROJECT EXPERIENCE

CUSTOMIZED QUALIFICATIONS FOR THE CITY OF CARPINTERIA:

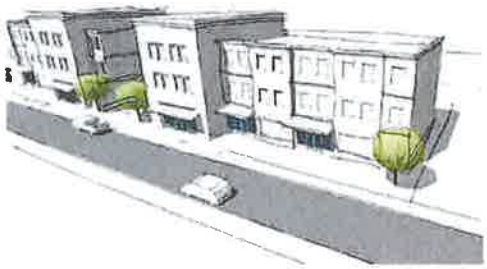
- Extensive project experience in the region, including a great working relationship with the City of Carpinteria
- Experience working with cities to craft and incorporate comprehensive objective standards into existing policy documents such as Specific Plans, Zoning Ordinances, and Design Guidelines
- Design and implementation of residential projects throughout the State

RRM KEY EXPERIENCE FACTORS IN THIS SECTION:

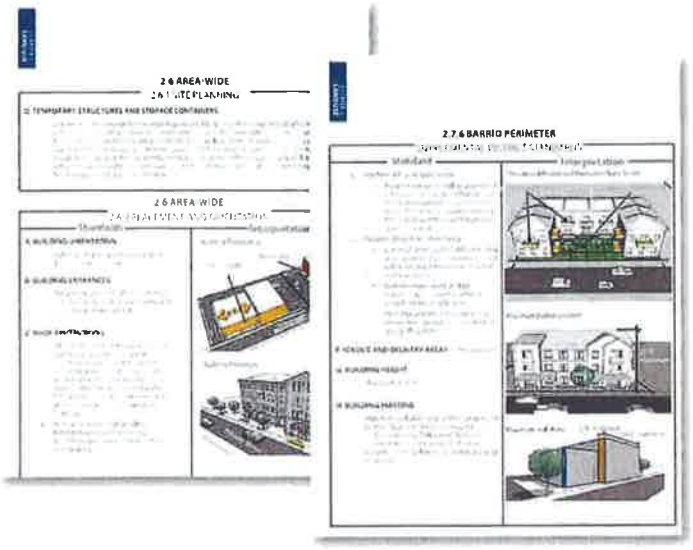
The following pages provide both a high-level look at each of these areas and several detailed case studies that dig a bit deeper into the specifics of projects most relevant to the City of Carpinteria's needs.

Each project description is written with a focus on successful implementation. In this section, we have also highlighted our approach to community engagement, including elements that ensure successful outreach given the current challenges faced with COVID-19.

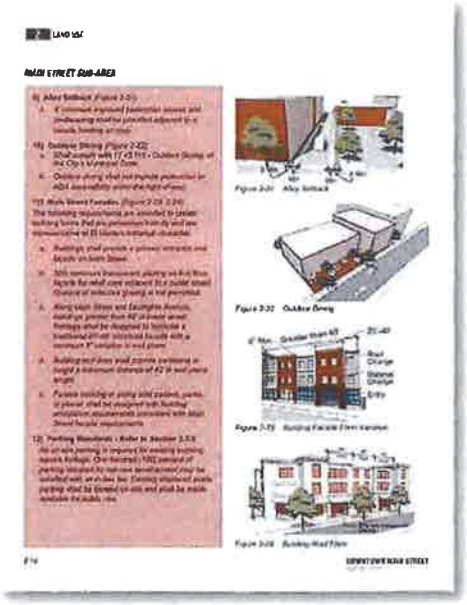
OBJECTIVE DESIGN STANDARDS

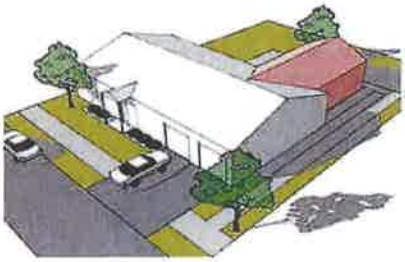






RRM projects featured here: *Azusa TOD Specific Plan, Carlsbad Village and Barrio Master Plan, Yucaipa Citywide Design Guidelines, El Monte Downtown TOD Specific Plan*





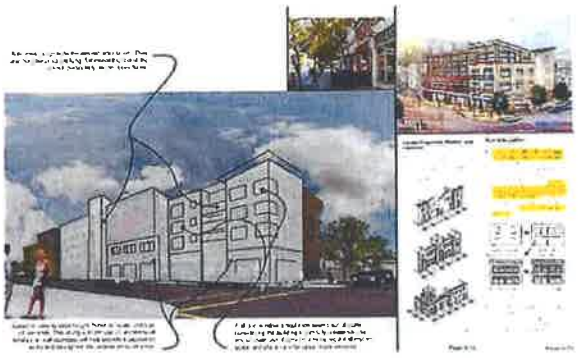




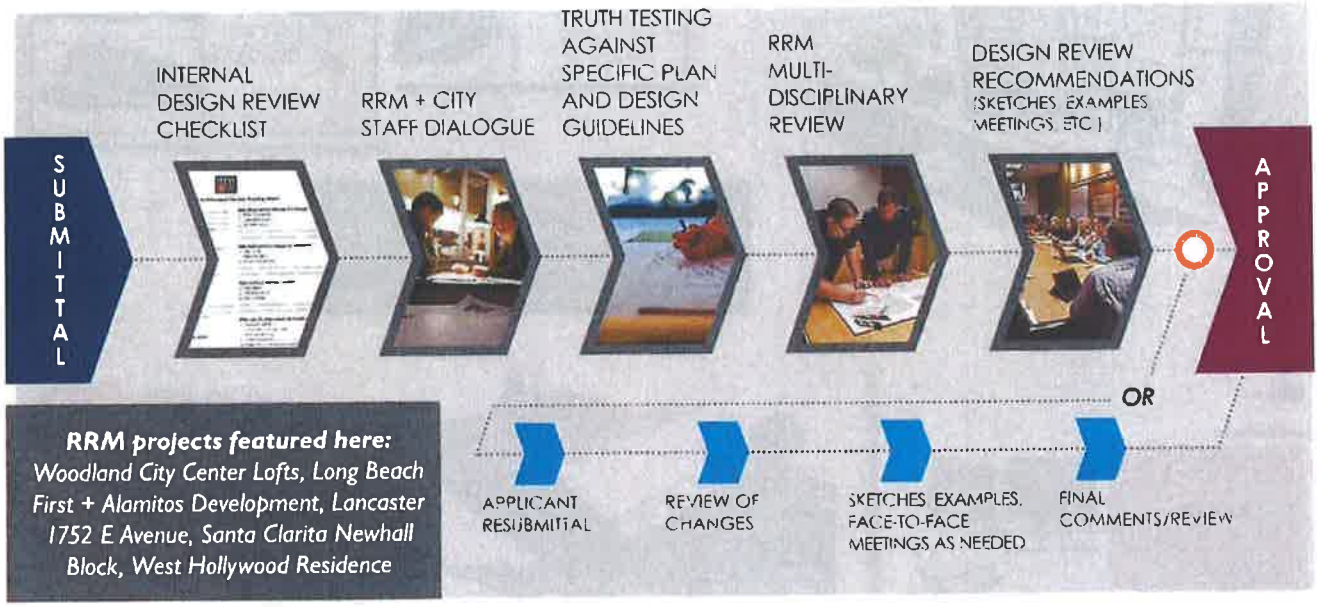
CURRENT OBJECTIVE DESIGN STANDARDS ASSIGNMENTS

We are currently under contract and in the early stages of development for Objective Design Standards in the Cities of Alhambra, Anaheim, Arcadia, Carlsbad, Cupertino, Dublin, Encinitas, Goleta, Rosemead, Temple City, and Vista.

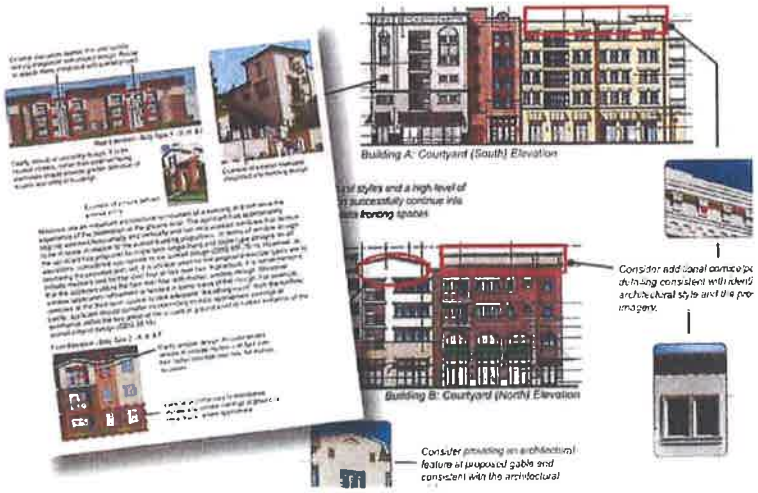
DESIGN REVIEW







RRM projects featured here:
Woodland City Center Lofts, Long Beach
First + Alamitos Development, Lancaster
1752 E Avenue, Santa Clarita Newhall
Block, West Hollywood Residence

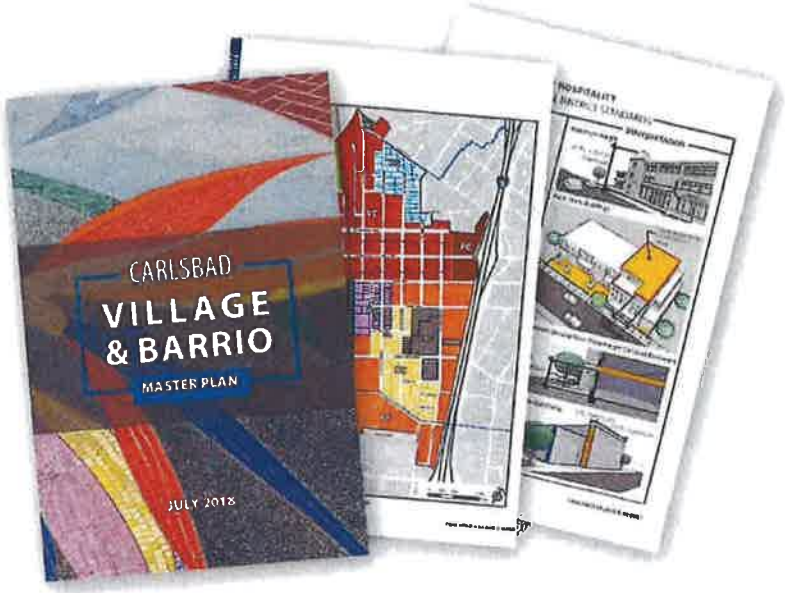


RRM is organized with architects, urban designers, planners, landscape architects, and civil engineers with extensive experience in public and private sectors, development review, and design, and project management.

We are experts in preparing realistic and truth-tested design guidelines, as well as administering them for public entities, serving as a true extensions of staff.

RRM design professionals are adept at working constructively and positively with applicants and with their design professionals in yielding a higher-quality design for their projects.

DOWNTOWNS



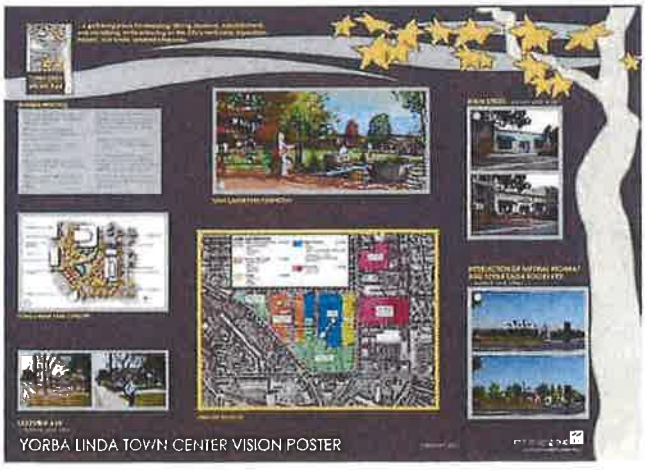


> *"I am impressed with the quality and completeness of the document. This is a great way to not only represent what the City is looking for but in a very easy to follow and clear format. Excellent work!"*
>
> *- Ken Striplin, City Manager, City of Santa Clarita*





RRM projects featured here: *Carlsbad Village Barrio Master Plan, Santa Clarita Community Character & Design Guidelines, Huntington Beach Downtown Specific Plan, Yorba Linda Town Center Specific Plan, Azusa TOD General Plan/Development Code Update and Specific Plan*











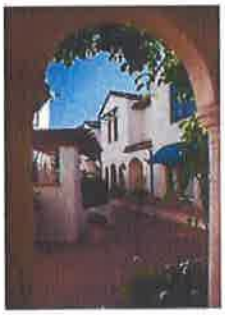


MULTIFAMILY AND MIXED-USE DEVELOPMENT

One of the most important distinguishing factors between RRM and other consultants is our portfolio of architectural projects that we bring to the assignment. We not only know how to write design standards and guidelines, but we implement them. We know how to get things built.

RRM projects featured here:
Avila Oaks Multifamily Development, Casa Las Granadas Multifamily Housing, Courtyards at Avila Mixed-Use Development, Moylan Terrace Multifamily Housing, Paseo Chapala Mixed-Use Development











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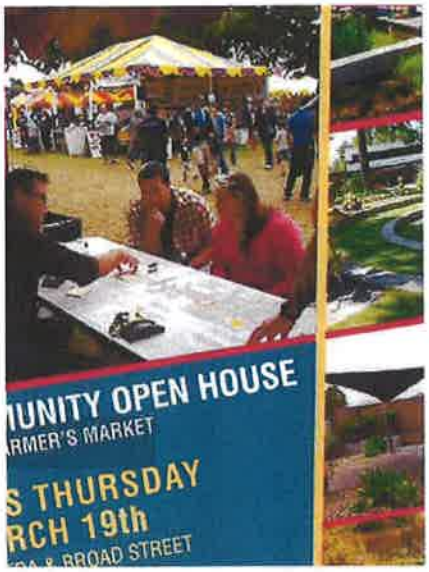
A FRESH TAKE ON COMMUNITY ENGAGEMENT

Communication in our modern era has become increasingly distant, making effective and thorough engagement with communities and stakeholders more challenging. Our team utilizes a variety of methods to engage participants of diverse backgrounds, education levels, and abilities with a cross-platform approach that gives agencies the ability to listen, offer remote participation, and collect feedback from all voices in the community.

Hit the streets at a safe social distance

Connect with stakeholders in places where they already are

- *Pop-up engagement*
- *Walking tours*
- *Stakeholder interviews*
- *Student involvement*







Get the word out

Strengthen participation through education and notification

- *Project website and branding*
- *Social media advertising*
- *Newsletters and e-blasts*
- *Mailers or flyers*
- *Community ambassadors*
- *Youth organizations*

Bring people together for a conversation

Virtual or in-person platforms to engage a broad cross-section of stakeholders

- *Project committees*
- *Decision-maker input*
- *Community workshops*
- *Open houses*
- *Design charrettes*



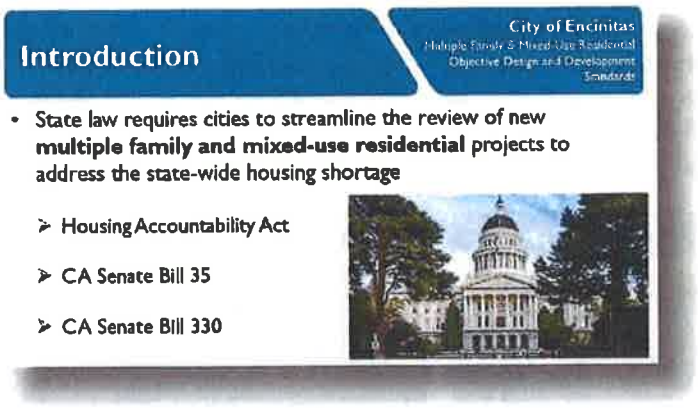
Engaging with online tools

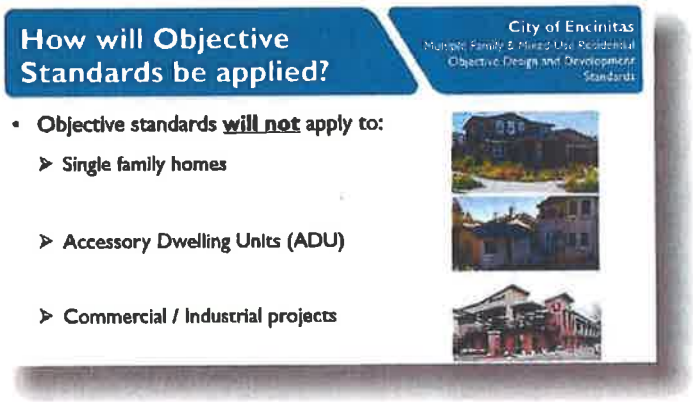
Engage with key demographics that are traditionally not represented

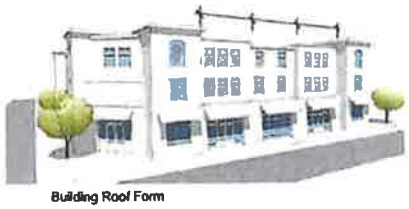
- *Pre-recorded videos*
- *Live streaming*
- *Mobile apps*
- *Online and real-time surveys*
- *Google/Microsoft forms*
- *Zoom meetings and polling*

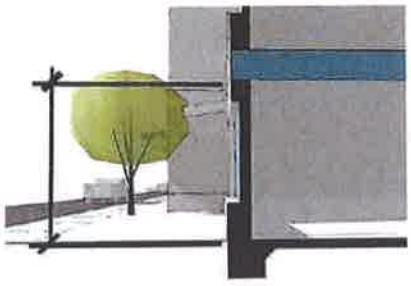


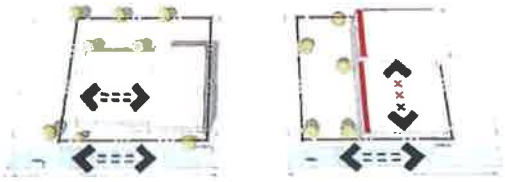
Scan with camera app or click icon to learn more!






Building Roof Form


Building Plate Height


Building Orientation

ENCINITAS
OBJECTIVE DESIGN STANDARDS
ENCINITAS, CA

NOTABLE INFO AND STATS:
Client: *City of Encinitas*
Project Dates: *Ongoing*

RRM SERVICES PROVIDED:
Planning, Architecture, Landscape Architecture

The City of Encinitas retained RRM Design Group to create objective design standards and an expedited permitting program to facilitate the development of affordable multi-family and mixed-use housing. In response to an HCD review of the Housing Element, the City committed itself to updating the Zoning Code, Specific Plans, and Design Guidelines to create design standards that are clear and objective, and comply with state housing laws. RRM developed an effective community outreach program employing a variety of public engagement tools, including stakeholder interviews, online surveys, a project website, and digital media. The project includes easy-to-use and easy-to-administer standards for new housing to provide clear direction on topics such as site planning, building massing and elements, architectural design, landscaping, and utilitarian/mechanical elements. The standards ensure design compatibility within existing Encinitas neighborhoods. An expedited permit process program is in development to require less time processing applications, thus making the delivery of more affordable units more economically feasible.

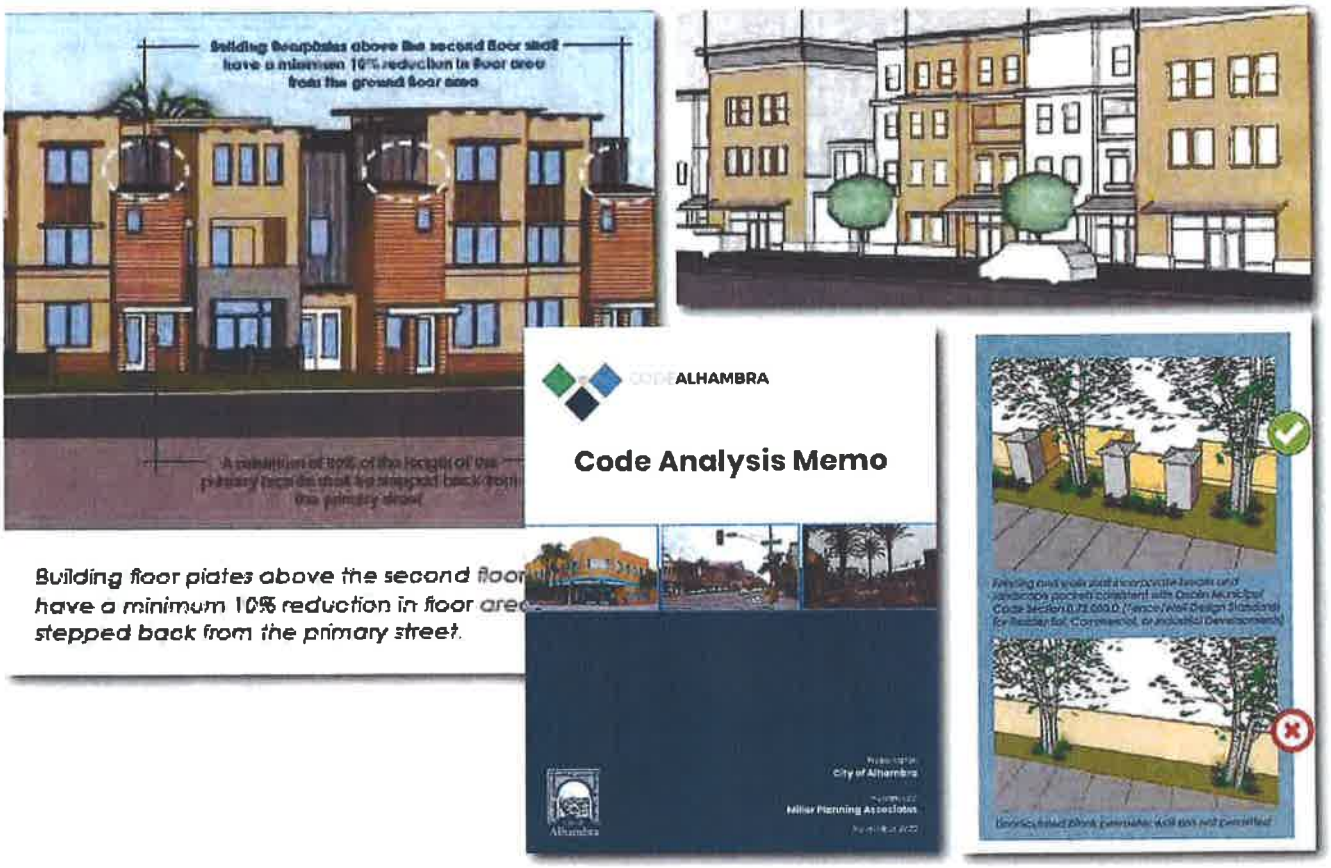


DUBLIN
OBJECTIVE DESIGN STANDARDS & ADU PROTOTYPES
DUBLIN, CA

NOTABLE INFO AND STATS:
Client: *City of Dublin*
Project Dates: *Ongoing*

RRM SERVICES PROVIDED:
Planning, Architecture, Landscape Architecture

The City of Dublin hired RRM Design Group to develop clearly defined objective design standards endorsed by the community and decision-makers that can be applied to multifamily and mixed-use residential projects. The intent of the project is to ensure that new residential development is compatible with the surrounding neighborhoods, that quality materials are used, that building form and scale are appropriate to the site, and that development complies with the intent of SB35 laws to facilitate and expedite construction of housing. The final product will include clearly written standards with easy-to-use graphics. Given the lack of large sites for new housing projects, the City is promoting the development of Accessory Dwelling Units (ADU). To assist in this effort, RRM is developing prototype plans including elevations, floor plans for garage conversion, and building permit plans for ADUs that will save property owners money, expedite the permit process, and help ensure well-designed ADUs are built.

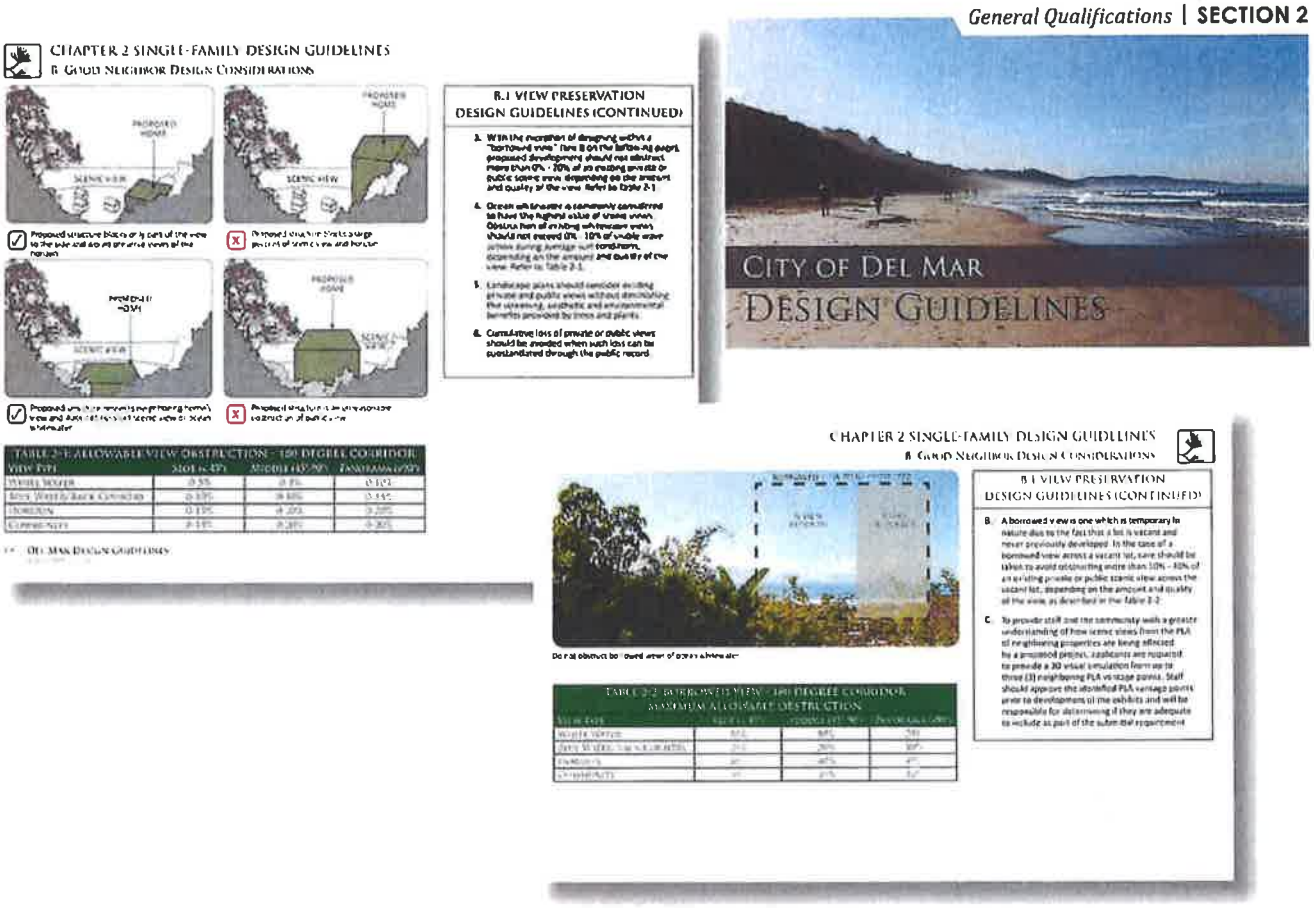


ALHAMBRA
OBJECTIVE DESIGN STANDARDS
ALHAMBRA, CA

NOTABLE INFO AND STATS:
Client: *City of Alhambra*
Project Dates: *Ongoing*

RRM SERVICES PROVIDED:
Planning, Architecture

After successfully completing a comprehensive General Plan update adopted by the Alhambra City Council in 2019, RRM was retained to develop objective standards for housing development as part of a comprehensive Zoning Code update. These standards will ensure multifamily development is consistent with the community values identified in the General Plan. RRM will prepare standards that comply with State law and focus on multifamily residential projects with the intent to maintain the City's high quality/cohesive architectural design, reducing project review processing time and promoting higher density residential development. The standards will provide direction on topics such as site planning, building massing and elements, building frontages, entrances, landscaping, and utilitarian/mechanical elements of building design. Extensive public engagement, including workshops/study sessions, stakeholder interviews, and a dedicated project website and digital media, will significantly shape the resulting standards which will be integrated into the updated Zoning Code designed and formatted by RRM, and endorsed by the community and City decisionmakers.



DEL MAR DESIGN GUIDELINES
AND MUNICIPAL CODE AMENDMENTS

DEL MAR, CA

NOTABLE INFO AND STATS:

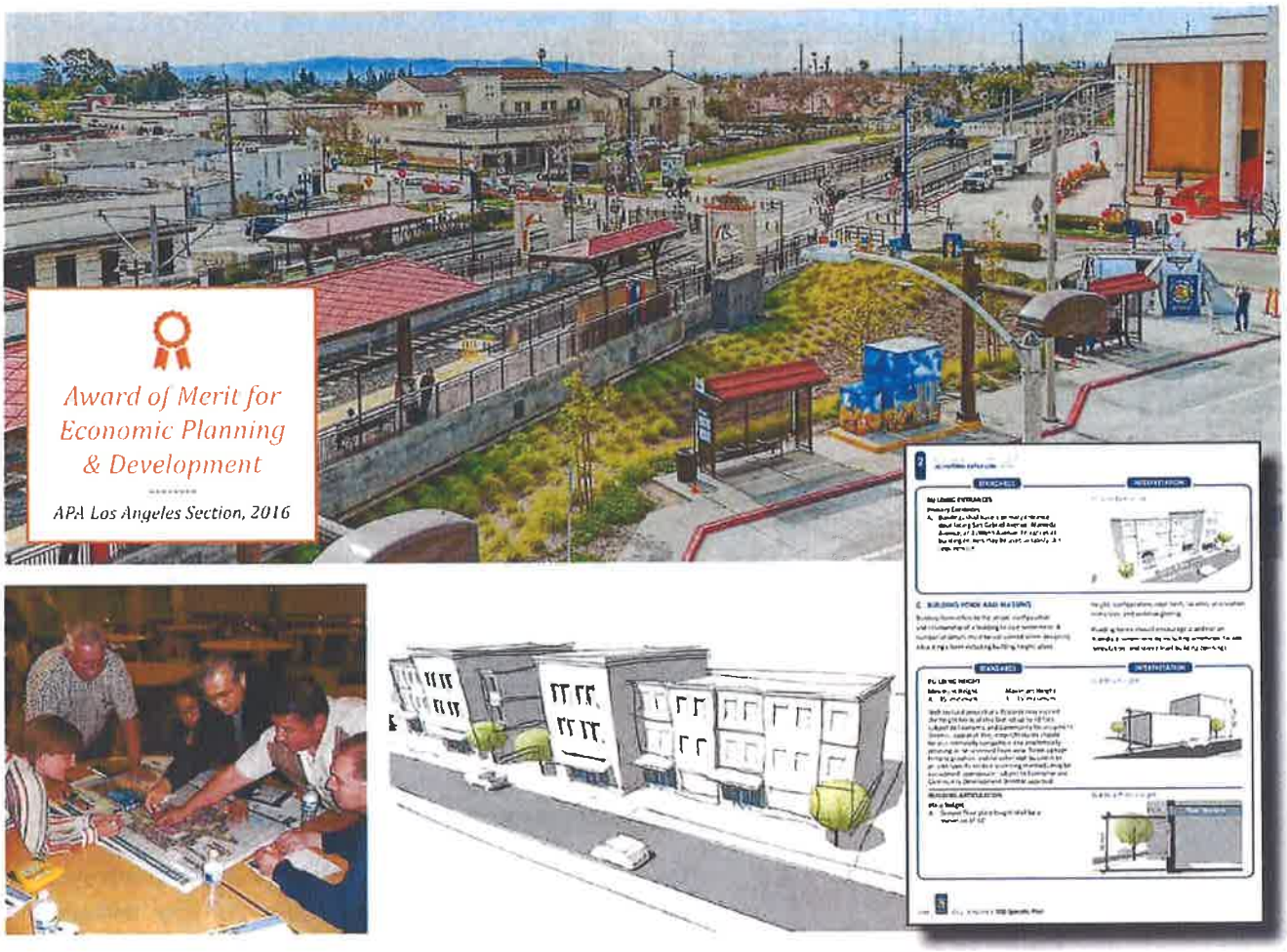
Client: *City of Del Mar*

Project Timeline: Completed *2017*

RRM SERVICES PROVIDED:

Planning, Architecture, and Landscape Architecture

The City of Del Mar hired RRM Design Group to help improve the development review process within the City through design guidelines that would interpret the intent of the City's Community Plan and Municipal Code. In response to strong negative community feedback regarding new development that lacked sensitivity to neighborhood context, combined with difficulty in providing clear design review and recommendations through their Design Review Ordinance and review process, the City realized that development design guidelines were necessary to encourage and provide quality design direction on topics important to the community. An Ad Hoc Development Review Process Citizen's Advisory Committee was tasked to research issues such as view protection, hillside development, land conservation, and bulk and mass. RRM developed residential and commercial design guidelines to guide the design of single-family and multifamily residential projects and commercial projects including room additions, exterior remodels, new residences, and replacement residences on existing developed properties. The design guidelines contain pictorial and verbal descriptions of acceptable and/or unacceptable architectural designs and will be used as a tool by homeowners, designers, architects, and design review personnel to achieve high-quality residential architectural design that is compatible with and complementary to existing Del Mar neighborhoods.



Award of Merit for Economic Planning & Development

APA Los Angeles Section, 2016

AZUSA TOD
GENERAL PLAN/DEVELOPMENT CODE UPDATE AND SPECIFIC PLAN

AZUSA, CA

NOTABLE INFO AND STATS:

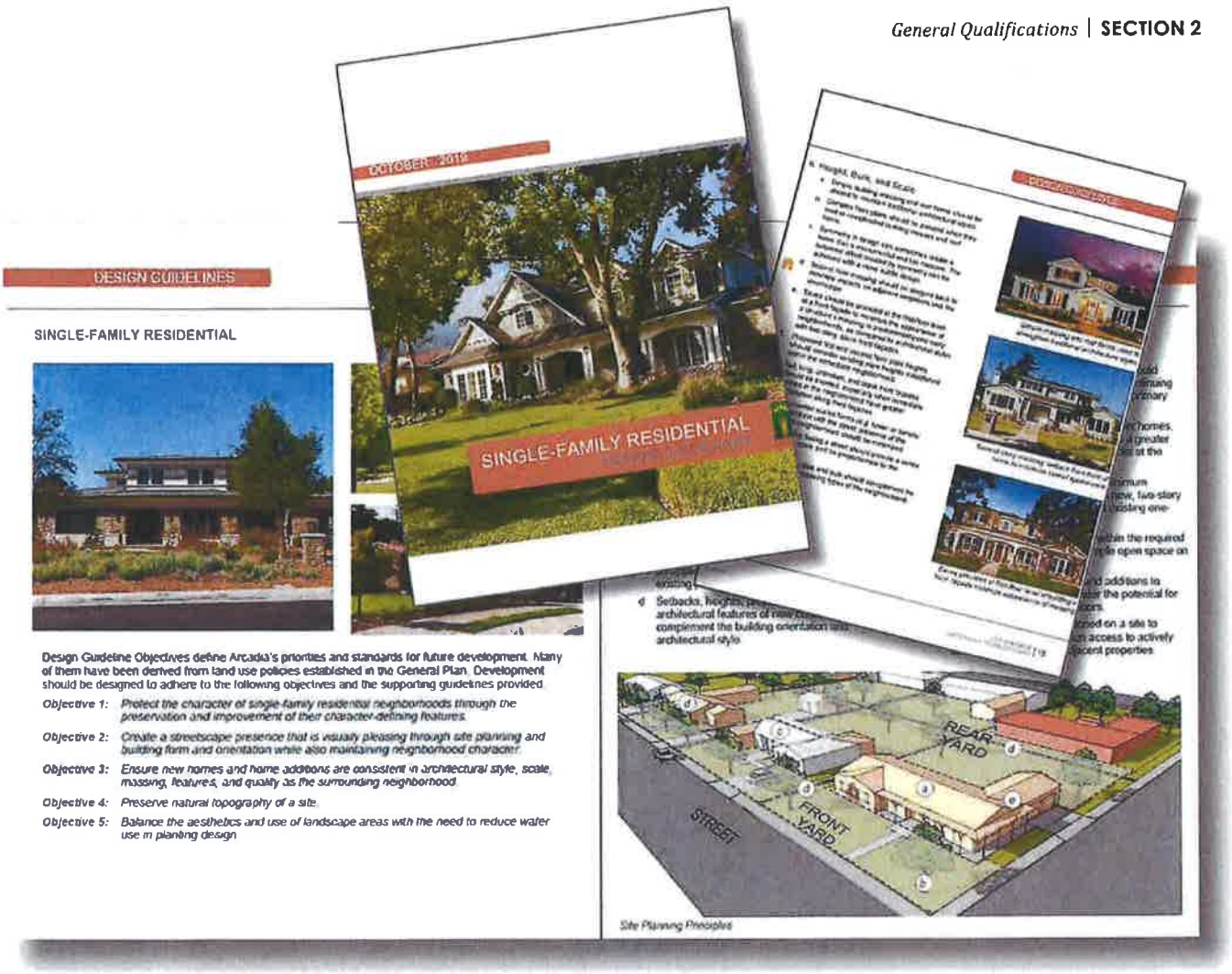
Client: *City of Azusa*

Project Dates: *2014-2017*

RRM SERVICES PROVIDED:

Planning, Architecture, Engineering, Landscape Architecture

The City of Azusa retained RRM to prepare a 350-acre TOD General Plan/Development Code Update and Specific Plan focusing on Azusa's downtown, two future Gold Line transit stations, and adjacent residential neighborhoods. Funded through a Los Angeles Metropolitan Transportation Authority (Metro) grant, the work effort addresses a mix of commercial, residential, and entertainment-related land uses that will be instrumental in creating a vibrant mixed-use, pedestrian-oriented environment. The project market analysis informs recommended land uses and development standards which are complemented by design guidelines to ensure high quality, compatible development. Inclusive community engagement incorporates ideas voiced by residents, business owners, and decision makers. The overall effort is complemented by an integrated CEQA process for an Environmental Impact Report.



ARCADIA
DESIGN GUIDELINES UPDATE AND OBJECTIVE DESIGN STANDARDS
ARCADIA, CA

NOTABLE INFO AND STATS:
Client: *City of Arcadia*
Project Dates: *2017-Ongoing*

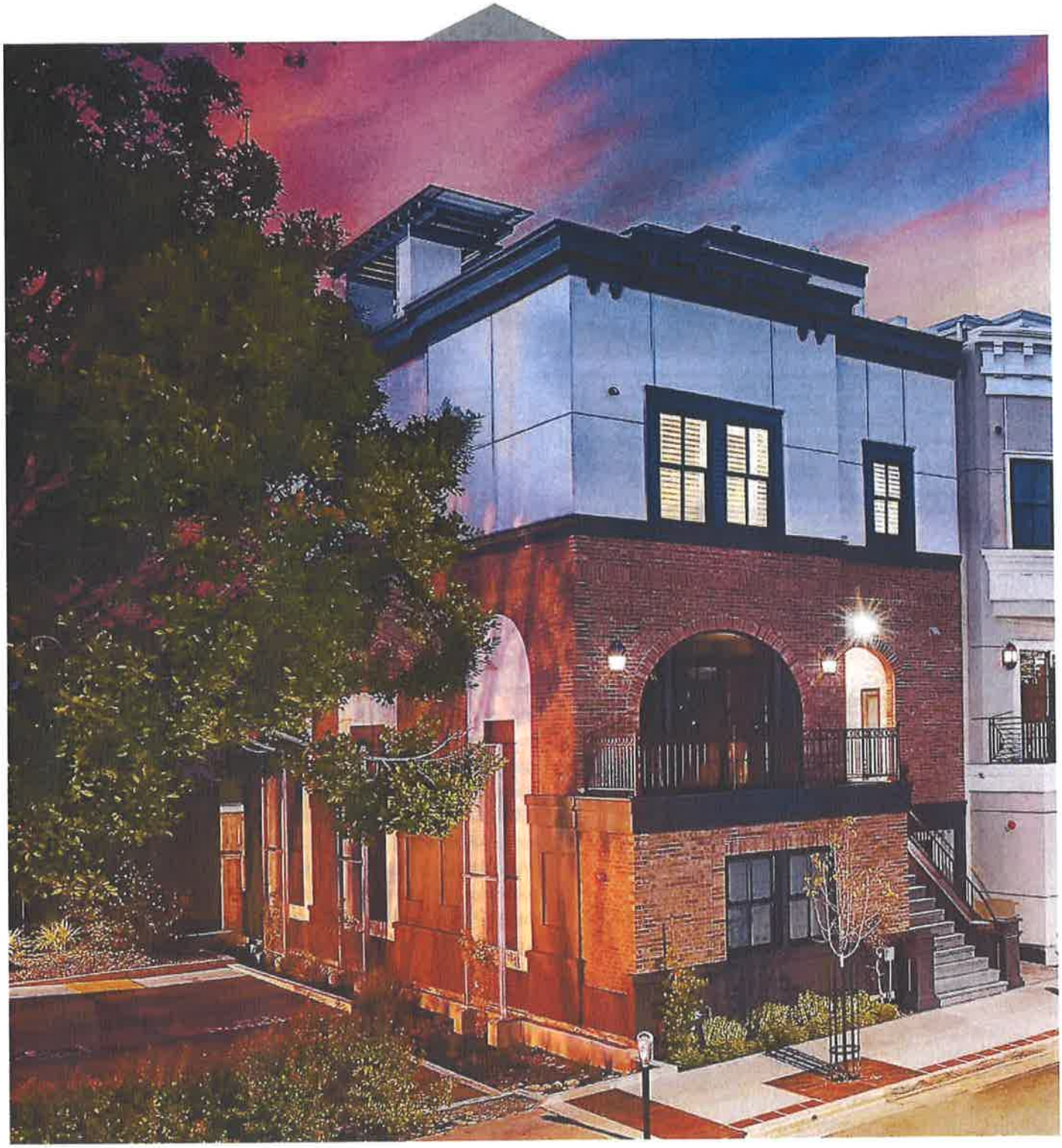
RRM SERVICES PROVIDED:
Planning, Architecture

In recent years, the members of the Arcadia community have expressed concern about the mass and bulk of new development and the perceived lack of architectural sensitivity in relation to the surrounding neighborhood context. This, coupled with aging guidelines, a newly adopted Development Code and contracted design review services, and five HOAs each with ARBs purview to review new residential construction, additions/remodels, provided an opportunity to pause, gather an updated understanding of community and City goals, revise the existing guidelines, and develop a design review process that bridges the gap between HOA, City, and community understanding and authority. RRM Design Group was selected to respond to this challenge and developed Citywide Design Guidelines developed to promote the highest level of design quality while at the same time providing the flexibility necessary to encourage creativity on the part of an applicant in response to existing site conditions. **The Design Guidelines contain objective standards** that direct users to desired design strategies for development or redevelopment of their property.

RRM PROJECT

Marsh Street Brownstones

San Luis Obispo, California



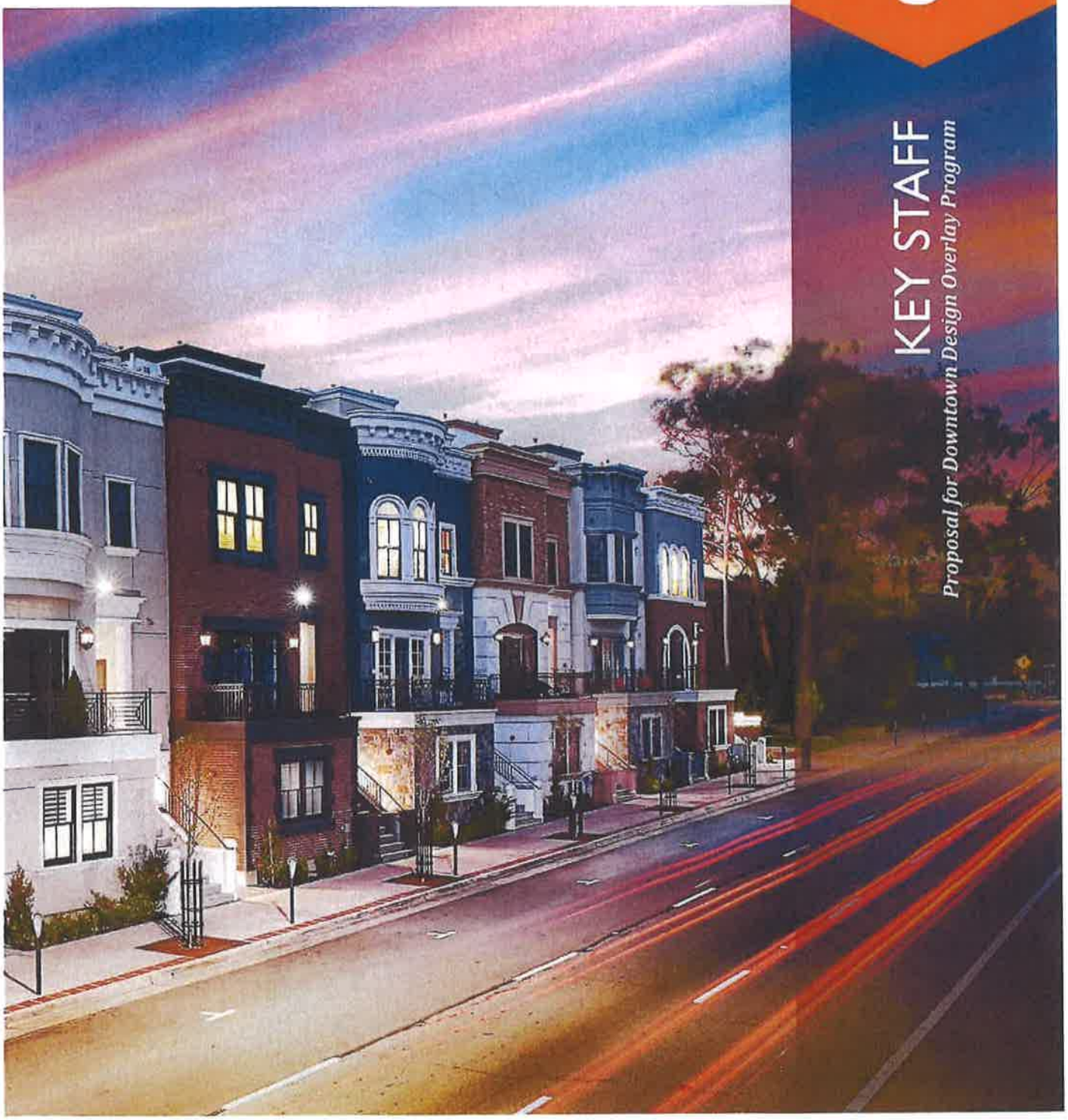
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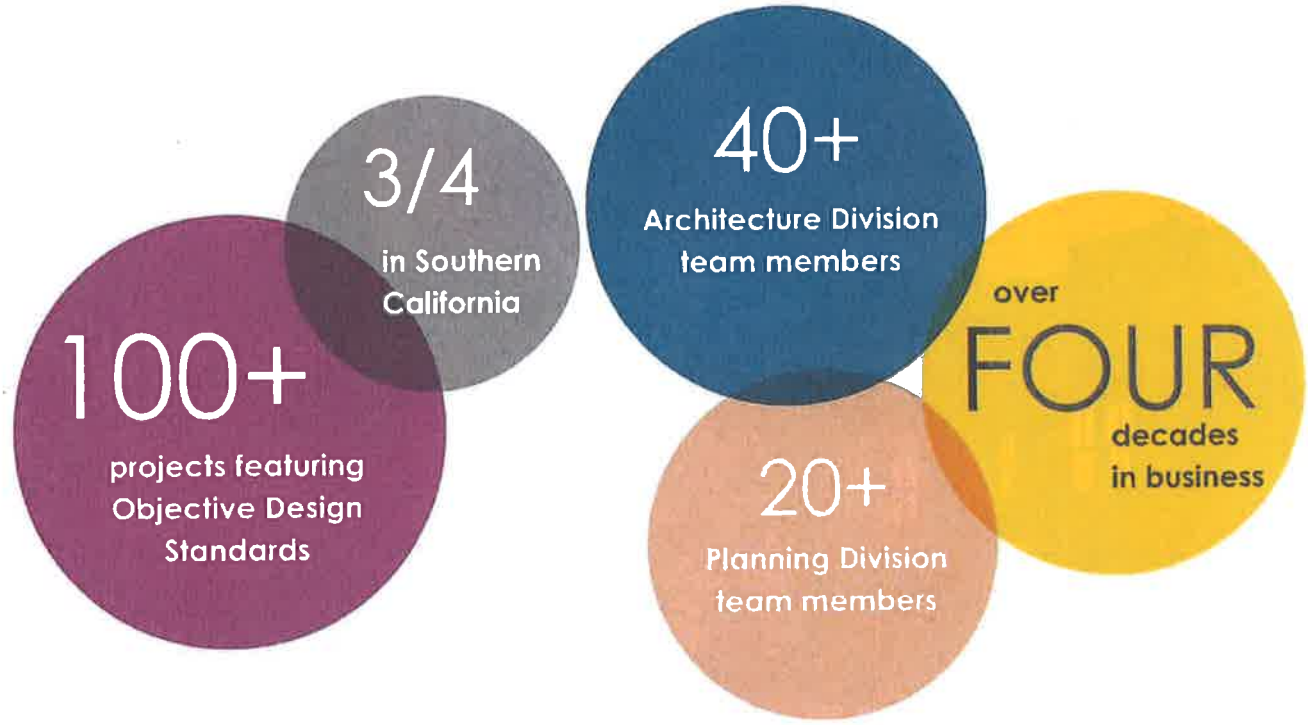
Section

3

KEY STAFF

Proposal for Downtown Design Overlay Program




3/4
in Southern California
40+
Architecture Division team members
over
FOUR
decades in business
100+
projects featuring Objective Design Standards
20+
Planning Division team members

ASSEMBLING OUR TEAM

RRM Design Group is a multidisciplinary firm with architects, planners, urban designers, landscape architects, and engineers under one roof. Currently, our statistics show that 39% of our staff has been with us for over five years and 28% have been here for over ten years! We hire the best—and it shows in our work and in our employee longevity. Your project demands talent, technical knowledge, and a team of professionals who can communicate and collaborate. For this project, we have assembled a team that combines the talents of RRM's architects and landscape architects who specialize in residential and mixed-use development with our planners and urban designers who are experts at producing user-friendly, succinct, and effective objective design standards, presentations, maps, diagrams, and architectural illustrations.

Jami Williams, as the principal-in-charge, has extensive experience writing design guidelines and standards for cities throughout California. Jami has 20+ years of experience writing policy and standards and more recently, has been focusing on helping cities respond to the new housing legislation. Jami is also well-versed in leading public outreach efforts and translating community desires into solid planning documents. **Brady Woods**, our project manager, has worked as a private and public planner and will utilize his degree in architecture to assist in the development of implementation-oriented design standards. **Scott Martin** will bring his residential architecture experience taking projects from visioning stages through construction. **Diane Bathgate** joins our team as our environmental and policy planning specialist and brings 35 years of planning experience. **Tony Tomasello**, our senior planner, and housing policy analyst based in Santa Barbara, brings his gifted analysis and writing skills to the team. Finally, **Lance Wierschem** rounds out our team as our landscape architect, bringing nearly 15 years of experience in landscape regulations and policies, urban design, streetscape, park, open space, trail, and greenway projects.

CITY OF CARPINTERIA

RRM DESIGN GROUP



JAMI WILLIAMS, CNU-A
PRINCIPAL-IN-CHARGE



BRADY WOODS
PROJECT MANAGER

PLANNING		ARCHITECTURE	LANDSCAPE ARCHITECTURE
DIANE BATHGATE AICP, CNU-A Environmental and Policy Planner	**TONY TOMASELLO** LEED AP Senior Planner and Housing Policy Analyst	**SCOTT MARTIN** AIA, LEED AP, CNU-A Project Architect and Urban Designer	**LANCE WIERSCHEM** PLA, LEED AP Landscape Architect

JAMI WILLIAMS | *CNU-A*

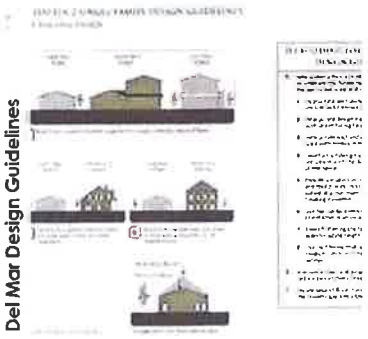
PRINCIPAL-IN-CHARGE



Jami possesses the qualities necessary to produce creative, realistic, and business-conscious design solutions that will guide future improvements for the City of Carpinteria. With over 20 years of experience as an urban designer and project manager, Jami's unique perspective enables her to advance projects from the early community outreach and visioning stages to the development of urban design plans and policy documents that are creative yet realistic and implementation focused. She excels in public outreach, identifying public concerns and preferences and translating them into cutting-edge workable designs and policy documents that can be easily understood by community members and implemented by her public agency clients.



El Monte TOD Specific Plan



Del Mar Design Guidelines

> *"Jami is well-organized, flexible, engaged, and knowledgeable. She collaborates well and does not hesitate to offer solutions to outreach and planning obstacles."*
>
> *- Sara Osborn, AICP, Senior Planner, City of San Diego*

24 Years of Experience

Education

- *Master of Business Administration, Architecture Management Track, California Polytechnic State University, San Luis Obispo, CA*
- *Bachelor of Architecture, California Polytechnic State University, San Luis Obispo, CA*
- *Semester Design Program, Ecole Des Beaux Art Americaines De Fontainebleau, France*
- *Associate of Science, Cuyamaca College, San Diego, CA*

Licenses & Accreditations

- *Congress for the New Urbanism Accredited (CNU-A)*

Affiliations

- *American Planning Association (APA), Member*
- *Urban Land Institute (ULI), Associate Member*

Relevant Projects

- *Alhambra Objective Design Standards*
- *Arcadia Design Guidelines Update*
- *Arcadia New Objective Design and Development Standards*
- *Azusa TOD General Plan/Development Code Update and Specific Plan*
- *Carlsbad Village and Barrio Master Plan Cerritos Residential Design Manual*
- *Carlsbad Objective Design Standards*
- *Cupertino Residential/Mixed-Use Design Standards*
- *Design Review Services (Arcadia, Temple City, El Monte, Santa Clarita, Anaheim)*
- *Del Mar Design Guidelines and Municipal Code Amendments*
- *Dublin Objective Design Standards*
- *Encinitas Objective Design Standards*
- *Fremont Design Guidelines*
- *Goleta Objective Design Standards*
- *Huntington Beach Downtown Specific Plan*
- *Long Beach Urban Design Element and On-Call Planning Services*
- *Rosemead Housing Element Update*
- *Temple City Residential Design Standards*
- *Vista Zoning Code Amendments*
- *Yucaipa Citywide Design Guidelines*

BRADY WOODS

PROJECT MANAGER



Recently joining the RRM team from the City of Buena Park, Brady brings over 20 years of land use planning experience from both the public and private sectors. He has worked as a City Planner and Land Use Consultant on a variety of projects in California and Florida, with project experience that includes mixed-use and urban infill developments, town center plans, large-scale residential communities, themed resorts and attractions, civic and institutional projects, and form-based code. Brady works at the intersection of design development and community interest, successfully utilizing expertise in placemaking, government regulations, project management, and civic engagement.







20 Years of Experience

Education

- *Master of Urban & Regional Planning, Design and Development, Florida Atlantic University, Ft. Lauderdale, FL*
- *Bachelor of Science, Architecture, Florida A&M University, Tallahassee, FL*
- *Coursework, Architectural Design, Urban Design, Washington-Area Architecture Consortium, Alexandria, VA*

Affiliations

- *American Planning Association, Member*
- *American Planning Association - Orange County Chapter, Member*

* *Work performed while with another firm, prior to joining RRM Design Group*

Relevant Projects

- *Alhambra Objective Design Standards*
- *Anaheim Center City Corridors Specific Plan*
- *Arcadia New Objective Design and Development Standards*
- *Bradenton Form-Based Code (Bradenton, FL)**
- *Cupertino Residential/Mixed-Use Design Standards*
- *Design Review Services (Santa Clarita, Anaheim)*
- *Dublin Objective Design Standards*
- *Encinitas Objective Design Standards*
- *Goleta Objective Design Standards*
- *Los Coyotes Country Club Development Plan - Development Standards & Design Guidelines (Buena Park)**
- *Rosemead Freeway Corridor Mixed-Use Overlay Zone*
- *Rosemead Housing Element Update*
- *Temple City Residential Design Standards*
- *The Source Mall (Buena Park)**
- *Vista Zoning Code Amendments*
- *West Coast Sand & Gravel Headquarters (Buena Park)**
- *Wilderness Creek Design Guidelines (Orlando, FL)**
- *Yamaha International Headquarters (Buena Park)**

DIANE BATHGATE | *AICP, CNU-A*

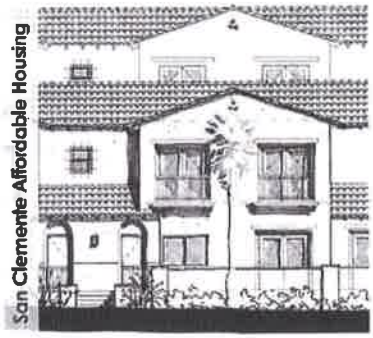
ENVIRONMENTAL AND POLICY PLANNER



With over 30 years of experience in planning for both the public and private sectors, Diane has managed a wide range of RRM's land use planning, urban design, and environmental assignments. Her background as the former mayor, city councilmember and planning commissioner of San Juan Capistrano, and as a professional planning, urban design, and environmental consultant makes Diane a versatile strategist and project manager. She understands the importance of stakeholder support and the necessary resolution of the sometimes many layers of agency requirements. Diane's understanding of multiple perspectives and policy frameworks are vital elements in successfully addressing the unique challenges that each project brings.



Yorba Linda Housing Element



San Clemente Affordable Housing



Mission Cove Affordable Housing

35 Years of Experience

Education

- *Bachelor of Arts, Environmental Studies and Psychology, University of California, Santa Barbara, CA*
- *Graduate Studies, Public Administration, California State University, Long Beach, CA*
- *Coursework, Planning Law, Environmental Design, Architecture, University of California, Irvine, CA*

Licenses & Accreditations

- *Congress for the New Urbanism Accredited (CNU-A)*

Affiliations

- *American Planning Association (APA)*
- *American Institute of Certified Planners (AICP)*
- *Association of Environmental Professionals (AEP)*
- *OCAPA Executive Advisor*

Relevant Projects

- *Alhambra Objective Design Standards*
- *Anaheim Center City Corridors Specific Plan*
- *Arcadia New Objective Design and Development Standards*
- *Carlsbad Village and Barrio Master Plan*
- *Carlsbad Objective Design Standards*
- *Chula Vista Urban Core Specific Plan and Design Guidelines*
- *Cupertino Residential/Mixed-Use Design Standards*
- *Del Mar Design Guidelines and Municipal Code Amendments*
- *El Monte Zoning Code and Design Guidelines Update*
- *Encinitas Objective Design Standards*
- *Goleta Objective Design Standards*
- *Mission Cove Affordable Housing, Oceanside*
- *Oxnard Contract Planning/ CEQA Project*
- *Rosemead Housing Element Update*
- *San Clemente Affordable Housing Concept Plan*
- *Vista Zoning Code Amendments*
- *Yorba Linda Affordable Housing Studies*
- *Yorba Linda Housing Element Implementation Program*
- *Yucaipa Citywide Design Guidelines*

TONY TOMASELLO | *LEED AP*

SENIOR PLANNER AND HOUSING POLICY ANALYST



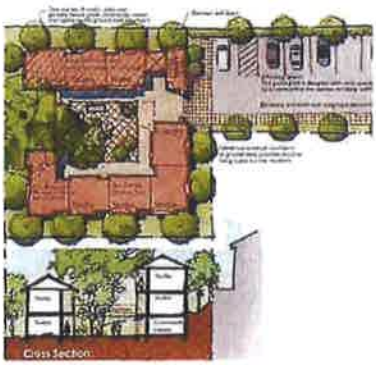
With his diverse experience in a variety of planning and development related fields, Tony brings a unique skillset to any project team. Tony appreciates the challenge of working with the various stakeholders involved in a planning project to identify shared interests and achieve common goals. As senior planner at RRM, Tony brings 12 years of experience in mixed-use and urban infill developments, master plans, state housing policy, large-scale residential communities, and objective design standards. As a key contributor to RRM's planning team, Tony has assisted numerous cities and developers in both creating and implementing housing-related policies while balancing the realities of current development and construction requirements and methodologies.



El Verano Affordable Senior Housing



Johnson Court Veterans Housing



12 Years of Experience

Education

- *Masters Degree, Planning and Real Estate Development, University of Southern California, Los Angeles*
- *Bachelor of Arts, Environmental Studies and Economics, University of California, Santa Cruz*

Affiliations

- *Leadership in Energy and Environmental Design Accredited Professional (LEED AP)*
- *City of Ventura Design Review Committee Member*
- *Coastal Housing Coalition Executive Board Member*
- *AIASB Advocacy Committee Member*
- *American Planning Association (APA), Central Coast Chapter, Member*

Relevant Projects

- *Arlington Village Apartments*
- *Arcadia New Objective Design and Development Standards*
- *Cupertino Residential/Mixed-Use Design Standards*
- *Lincoln Avenue Senior Housing (El Verano Affordable Senior Housing) and Construction Documents, Anaheim*
- *Garden Estates Apartments and Townhouses (2017), Ventura*
- *Goleta Objective Design Standards*
- *Hollister Lofts Affordable Permanent Supportive Housing, Santa Barbara*
- *Johnson Court Veterans Transitional Housing (813 East Carrillo Street), Santa Barbara*
- *Mission Street Studios ADU, Santa Barbara*
- *Rancho Sierra Senior Supportive Housing, Camarillo*
- *102 South Voluntario ADU, Santa Barbara*
- *227 E. Haley Street Multifamily Residential, Santa Barbara*
- *610 East Cota Street Mixed-Use AUD Project, Santa Barbara*
- *2418 Calle Real ADU and Construction Documents, Santa Barbara*
- *2800 Barry Street Affordable Housing Development, Camarillo, CA*
- *7700 Linden Avenue Hotel and Mixed-Use Development, Carpinteria*

SCOTT MARTIN | *AIA, LEED AP, CNU-A*

PROJECT ARCHITECT AND URBAN DESIGNER



Scott is a talented architect with a keen ability to be simultaneously innovative and sensitive to clients' needs. His project focus and experience are wide-ranging; from illustration, master planning, urban design, needs assessments, and design review to the production and construction of facilities. Scott is a LEED Accredited Professional and has a high level of expertise in the design and implementation of sustainable solutions. Scott's unique relationship with public and private clients gives him an understanding of the realities of development and the priorities of a community. He excels in working directly with owner and user groups to set project goals and priorities. Scott blends cohesive design solutions with his strong technical skills to bring the vision of a project to reality.







19 Years of Experience

Education

- *Bachelor of Architecture, California Polytechnic State University, San Luis Obispo, CA*

Licenses & Accreditations

- *Architect, CA, C32348*
- *Architect, CO, 00405508*
- *American Institute of Architects (AIA), San Luis Obispo Chapter*
- *Leadership in Energy and Environmental Design Accredited Professional (LEED AP)*
- *Congress for the New Urbanism Accredited (CNU-A)*

Affiliations

- *United States Green Building Council, California Central Coast Chapter (C4), Regional Council Board, 2008-2012*
- *Architecture for Humanity, Board Member, 2009-2012*
- *Atascadero Main Street Association, Design Committee Member, 2008-2012*

Relevant Projects

- *Alhambra Objective Design Standards*
- *Arcadia Design Guidelines Update*
- *Arcadia New Objective Design and Development Standards*
- *Azusa TOD General Plan/Development Code Update and Specific Plan*
- *Carlsbad Objective Design Standards*
- *Cerritos Residential Design Manual*
- *Cupertino Residential/Mixed-Use Design Standards*
- *Del Mar Design Guidelines and Municipal Code Amendments*
- *Design Review Services (Temple City, El Monte, Santa Clarita, Anaheim, Lancaster)*
- *Dublin Objective Design Standards*
- *El Monte Zoning Code and Design Guidelines Update*
- *Encinitas Objective Design Standards*
- *Fremont Design Guidelines*
- *Goleta Objective Design Standards*
- *Rosemead Freeway Corridor Mixed-Use Overlay Zone*
- *Temple City Residential Design Standards*
- *Vista Zoning Code Amendments*
- *Yorba Linda Housing Element Implementation Program*
- *Yucaipa Citywide Design Guidelines*

LANCE WIERSCHEM | *PLA, LEED AP*

LANDSCAPE ARCHITECT



Lance is a licensed landscape architect with over a decade of experience. His minor in City and Regional Planning brings added value to landscape and planning projects. Lance is well versed in all aspects of project administration: from visioning and policy stages, public workshops and community outreach, programming and schematic design through to construction document preparation. His versatility has aided in the success of projects including a Downtown Core and Corridors Specific Plan for Fullerton and a Community Plan and Specific Plan for San Ysidro. Outside of RRM, Lance crafts colorful custom lithomosaics that provide a sense of place in installations throughout the Western United States.

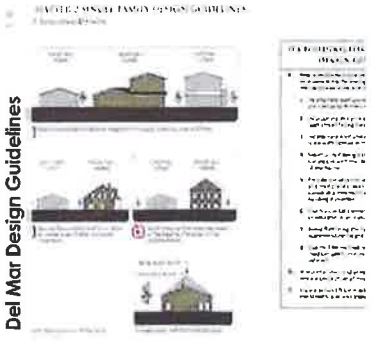
Arcadia Design Guidelines Update



El Monte TOD Specific Plan



Del Mar Design Guidelines



15 Years of Experience

Education

- *Bachelor of Science, Landscape Architecture, California Polytechnic State University, San Luis Obispo, CA*
- *Minor, City and Regional Planning, California Polytechnic State University, San Luis Obispo, CA*

Licenses & Accreditations

- *Professional Landscape Architect, CA, 6210*
- *Leadership in Energy and Environmental Design (LEED AP)*

Relevant Projects

- *Agoura Village Specific Plan Implementation and Update*
- *Alhambra Objective Design Standards*
- *Arcadia Design Guidelines Update*
- *Arcadia New Objective Design and Development Standards*
- *Azusa TOD General Plan/Development Code Update and Specific Plan, Azusa*
- *Carlsbad Village and Barrio Master Plan, Carlsbad*
- *Cerritos Residential Design Manual*
- *Del Mar Design Guidelines and Municipal Code Amendments*
- *El Monte TOD Specific Plan*
- *Encinitas Objective Design Standards*
- *Fremont Design Guidelines*
- *Goleta Objective Design Standards*
- *Huntington Beach Downtown Specific Plan*
- *Long Beach Urban Design Element and On-Call Planning Services*
- *San Ysidro Historic Village Specific Plan San Diego*
- *Santa Clarita Community Character and Design Guidelines*
- *Yucaipa Citywide Design Guidelines*

RRM PROJECT

Avenida Serra, San Clemente Affordable Housing

San Clemente, California



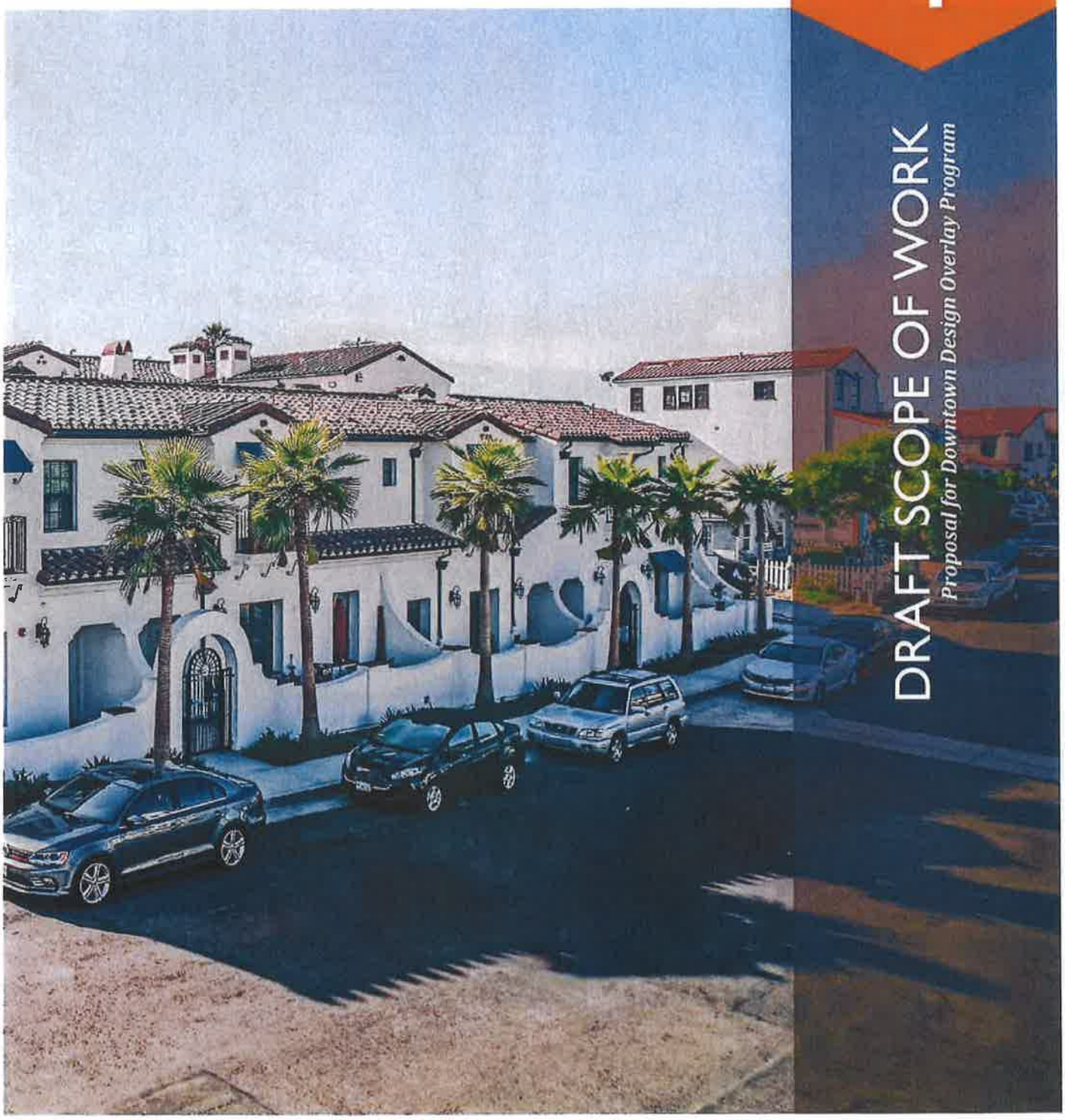
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Section

4

DRAFT SCOPE OF WORK

Proposal for Downtown Design Overlay Program



RRM PROJECT

Arlington Village Affordable Housing Development

Santa Barbara, California



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PRELIMINARY SCOPE OF WORK

We understand the challenges you are facing to comply with the Housing Accountability Act, Senate Bill 35 Streamlining, the Housing Crisis Act (Senate Bill 330),Assembly Bill 2162, and responding to Regional Housing Needs Allocation (RHNA) mandatesand housing legislation promoting the development ofAccessory Dwelling units. RRM Design Group has a successful track recordof navigating these challenges and complex projects. We have assisted communities throughout California with the developmentof truth-tested objective design standards that are responsive to community desires and goals and have assisted staff to reviewprojects within similar metrics. You have stated that the primary goals for this project are to:

- Establish a Downtown Design Overlay
- update Zoning Code design regulations
- Address recent changes in State Housing Laws

The following scope aligns with the strategy proposed within your SB 2 Planning Grants Program application and outlines how we will approach the project to satisfy these goals. Our project deliverables will ensure that future development is compatible with the surrounding neighborhoods and complies with the intent of state legislation to facilitate and expedite the construction of housing.

TASK 1: PROJECT INITIATION

in this initial phase of the project, RRM Design Group will engage in a due diligence process designed to inform the team on the primary issues to be addressed and gather and review relevant data and background information.

KICKOFF MEETING AND CITY TOUR

The project team will meet with City staff to establish a mutual understanding of the key issues and project objectives; review the scope of work and project schedule; and lay out significant project milestones, meeting times, and deliverable targets. A virtual City tour to gain additional insight related to community character and recent development projects may also be incorporated into this task.

DATA GATHERING/DOCUMENT RESEARCH AND REVIEW

As a first step in the process, the consultant team will collect and review data that is relevant to the development of the Objective Design Standards including the existing General Plan and Local Coastal Land use Plan, Municipal Code Title 14 - Zoning, applicable Design Guidelines, previous design-focused development applications, multi-unit and mixed-use project plans currently under staff review, mapping information, and other planning efforts that have a bearing in the City. RRM will identify subjective guidelineswithin the existing policy documents which will serve as a baseline in translating existing subjective guidelines to objective design standards. in this task, we will also perform a site analysis to identify areas with a potential for multi-unit and mixed-use development and document key physical characteristics of the existing Downtown District surrounding community and neighborhoods. Findings will be summarized with recommendations for proposed objective design standards. This will provide an opportunity to discuss the desired approach and modified language prior to developing the Administrative Draft document.

Deliverables:

- *One (1) virtual project kickoff meeting with staff*
- *Review of existing standards and guidelines*
- *One (1) analysis summary memorandum*
- *One (1) video conference call with City to discuss findings of the data gathering/document review, if needed*

TASK 2: PUBLIC OUTREACH

The overarching goal of this work effort is to develop objective design review standards and an expedited permitting program that will facilitate and streamline development of housing. The State of California has adopted recent legislation to address the State-wide housing shortage and now requires a streamlined and ministerial process for specific residential developments (multi-unit, includingmixed-use). Objective development/design standards are required by the Housing Accountability Act, Senate Bill 35 Streamlining, and the Housing Crisis Act (Senate Bill 330). These laws require projects to be reviewed against established objective standards rather than through a city's traditional discretionary entitlement process. Objective standards are those that involve no personal orsubjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark.

The nature of the project is a technical exercise focused on identifying the subjectivity in the current development review process and replacing that subjectivity with objective requirements. The project is not intended to revise existing development standards (e.g., the intent is not to change existing building height or setback standards). Engagement associated with the development of objective design standards will focus on gaining an understanding from City staff, decision makers, and the development communityon common issues associated with existing standards and the development review process and providing information and a suite of educational materials to inform the larger Carpinteria community of project objectives and deliverables.

OUTREACH EFFORTS

The outreach efforts will be structured so that participants are engaged in interactive exercises designed to gauge community attitudes regarding proposed zoning changes and design standards. A number of engagement tools can be employed to reach a broad swath of the community, will account for pandemic-based health requirements, and will accommodate those civically-active residents who may not have access to virtual or teleconferencing applications. Some of those tools may include the following:

Outreach Program

RRM will collaborate with staff to develop a public outreach program. The program will be a concise, comprehensive memorandum and will serve as a refined scope of work for this task. it will include the following elements: number of proposed meetings/events/activities, meeting format, and estimated costs and assumptions related to each event. RRM will be responsible for meeting/event design and setup, the development of clear and easy-to-understand informational materials, and assistance in planning, staffing, and coordinating outreach events, in coordination with staff.

Stakeholder Engagement

Stakeholder meetings enable efficient issue identification and feedback loops. RRM will conduct a series of stakeholder interviews, preferably within a single day, to collect input on the City's existing discretionary review and approval process. The interviews involve a series of half-hour to one-hour confidential meetings (held via video/teleconference) with various stakeholders, including City staff, select decision makers such as the Design Review Board and developers/recent applicants.

Project Website and Project Collateral

RRM will develop a project webpage, social media posts, and e-updates to provide a means to distribute information to many interested parties and receive feedback. RRM will work with City staff to leverage existing online resources and determine how new resources can augment online outreach efforts. in addition, we will prepare a graphically oriented and easy to understand informational flyer to provide an overview of the project, examples of subjective vs. objective language, City contact information, and additional project related information. A frequently asked questions (FAQ) handout/pdf will also be developed to provide additional information and clarify misconceptions.

Open House Forums

RRM will prepare for and facilitate a virtual or in-person open house to present project materials and an overview of the proposed standards.

Visual Materials

The objective design standards will be presented using clearly-written text and illustrative graphics/imagery and tailored with the ultimate users in mind, including design professionals, City staff, and decision makers. RRM will develop graphics and illustrations to enable participants to visualize information and effect of various approaches.

Online Survey

Online surveys (using Survey Monkey or similar program) provide project information and solicit additional public comments and feedback on the project.

Deliverables:

- *One (1) public outreach program memo*
- *RRM will facilitate up to eight (8) 30- to 45-minute stakeholder meetings*
- *Provide materials developed as part of other tasks for City use on website, up to three (3) project updates to be used in Citye-blasts and social media posts*
- *One (1) PDF of FAQs*
- *RRM will prepare for and facilitate one (1) virtual or in-person open house*
- *Online Survey*

TASK 3: DOWNTOWN DESIGN OVERLAY

ADMINISTRATIVE DRAFT

RRM will prepare an Administrative Draft of the Objective Design Standards for insertion into the City's Municipal Code Title 14-Zoning, as a Downtown Design Overlay district. Emphasis will be on quality design and materials, as defined and endorsed by the community and decision makers. The design standards will provide direction on topics such as site planning, building volume, scale/ massing, building frontages, architectural design, entrances, exterior materials, fenestration, utilitarian/mechanical elements of building design, use of energy efficient systems, etc. The standards will be presented using clearly written text and illustrative graphics/ imagery and tailored with the ultimate users in mind including design professionals, City staff, and decision makers.

SCREENCHECK/PUBLIC REVIEW DRAFT

Following the completion of the Administrative Draft documents and receipt of the single set of consolidated City comments, RRM will produce a Screencheck Draft document. At this point, all the City's comments will have been integrated, and this draft will provide an additional internal review opportunity before the development of the Public Review Draft. Final edits will be incorporated and RRM will provide a Public Review Draft of each document for City use and distribution.

PUBLIC HEARING DRAFT

Based on comments received on the Screencheck/Public Review Draft, RRM will prepare Public Hearing Draft Design Standardsfor consideration through the formal review and adoption process.

PROJECT MANAGEMENT/COORDINATION

This task includes necessary coordination between RRM and City staff throughout the process. This will include information teleconferences, correspondence, status updates, record keeping, project coordination, electronic file management, and all othercoordination during the project.

Deliverables:

- *RRM will provide a PDF of each draft document (Administrative, Screencheck/Public Review, and Public Hearing). We ask that staffconsolidate all comments into one redlined version of each draft for RRM's use to make revisions*
- *Ongoing project coordination and management. Assumes approximately six (6) hours per month for twelve (12) months*

TASK 4: PUBLIC REVIEW, ADOPTION, AND IMPLEMENTATION

PUBLIC HEARINGS AND FINAL DRAFT

RRM will prepare for and attend Architectural Review Board, Planning Commission, City Council, and Coastal Commission hearings to present the Public Hearing Draft document. Errata sheets may be used to discuss preferred changes identified fromthe public review period, Coastal Commission, and City Council. This assumes the City will be responsible for public notification.RRM will provide an updated and final draft based on final approval.

USER'S GUIDE/BROCHURE

Following City approval of the objective design standards, RRM will format a +/-10-page visually attractive, easy-to-read user's guide with text, graphics, and necessary application materials that outlines the objective standards that will be used by architects,designers, developers, and others. The user's guide will also be used by City staff during their review of a project's conformancewith the applicable design standards.

Deliverables:

- *Prepare for and attend up to four (4) public hearings to assist staff in presenting the standards. Finalize the document(s) and produce one (1) reproducible copy and one (1) electronic format*
- *RRM will provide educational materials as described above. City staff will provide one (1) consolidated marked-up redline version of all comments*
- *RRM will make final edits and produce one (1) final hard copy and (1) digital copy of the User's Guide/Brochure*

TASK 5: ADU PROTOTYPES

RRM will compile the relevant data and goals from the research and City meetings to establish a straightforward program with identified constraints and opportunities to be used as the basis for the preliminary design. Based upon the initial description, RRM will provide design for a series of residential opportunities to be reviewed and approved by the City's Community Development Department. Each design will include two variations on the front elevation and exterior styling to respond to the City's prevalent architectural vernacular. Generic prototypes which could be utilized as ADUs and designed to fit on generic flat lots include the following:

- One (1) 600-700 sq ft: free standing one-bedroom Accessory Dwelling Unit (ADU) in compliance with California Residential Code Appendix Chapter Q. not exceeding 16' in height and designed to conform to a typical flat lot
- One (1) up to 800-1000 sq ft: two-bedroom Accessory Dwelling Unit (ADU) in compliance with California Residential Code, California Code of Regulations, Title 24, Part 2.5, not exceeding 16' in height and designed to conform to a typical flat lot

ADU Preliminary Design

RRM recognizes that residential design can be one of the purest manifestations of community character, and as such, many people are passionate about homes. RRM encourages a collaborative approach to working with staff to deliver designs that respond to the community's unique character. Based on the established program, RRM will design a series of preliminary site plans/floor plans, sections, and elevations for the unit prototypes. Following review by staff RRM will develop the schematic design for director approval or public review. Plans will be based on generic sites as directed by staff.

Deliverables:

- *One (1) meeting with the City staff – an initial plan and massing review meeting and a comment response and elevation review meeting prior to Planning Commission presentation*
- *PDF Submittal Set: Preliminary site/floor plans for unit prototypes, sections for unit prototypes – as needed, elevations for unit prototypes – four sides each unit*

ADU Schematic Design Review

Based on staff feedback on the Preliminary Design, RRM will develop the develop the schematic design presentation for formal Community Director approval or public hearing review. The submittal will be architecture-specific and for a non-specific generic site; no civil engineering or landscape architecture will be provided for review. The application will be coordinated by city staff. RRM will support the staff's presentation to the Planning Commission.

Deliverables:

- *One (1) presentation meeting over Zoom or City-directed alternate method*
- *PDF Submittal Set: Schematic site/floor plans, elevations – four sides each unit*
- *Color exterior renderings of front elevation options*
- *Two (2) color and materials boards*

ADU Permit Documents and Plan Review

Once the designs are reviewed and approved by city staff, RRM will develop the design into construction documents and coordinate the documents with consultants as needed. RRM typically develops the structural design in-house to achieve the highest efficiency level through coordinated collaboration. Our goal would be to express the design intent with a structural system that considers the most material and cost-efficient approach to provide a more implementable affordable housing solution. Title 24, mechanical, and electrical engineering consultants will typically be contracted through RRM. RRM has long working relationships will all its subconsultants who understand our work approach and value our collaboration. Again, design efficiency will be a key parameter for mechanical and electrical design. RRM is a leader in efficient, sustainable design. We anticipate only one round of plan check revisions and resubmittal. RRM anticipates a single reviewing body jurisdiction for building and fire. Plans to be produced to the following criteria:

1. All designs shall fully comply with the 2019 California Residential Code, California Code of Regulations, Title 24, and Part 2.5.
2. All designs shall comply with the 2019 California Building Code (CBC), California Code of Regulations, Title 24, and Part 2 for structure(s) or elements(s) exceeding the design limitations in the CRC or specifically directed by the CRC to use the CBC.
3. Minimal structural design criteria per Table R301.2(1) as provided in RFP

4. Minimum Energy Compliance Design Criteria:
   State Title 24 Energy Compliance documentation in all four primary orientations (north, south, east and west-facing)
   I. Climate Zone: 6
   II. Exterior Wall Insulation: R-15
   III. Attic Insulation: R-38
   IV. Designed for both heating and cooling: 92 AFUE (Heating); 15 SEER (Cooling)
5. Foundation Design Criteria:
   Foundation design assumes building sites that do not exceed a slope of 1 vertical to 3 horizontal units nor a deep foundation design. The design does not assume unstable soil or expansive clay soil.
   I. Soil Bearing Pressure: 1500 PSF (w/out Geotechnical Report)
   II. Lateral Bearing Pressure: 100 PCF
   III. Foundation Depth Below Ground Surface: 18 inches Min.
6. Fire Resistive Construction Details:
   The proposed detached units should be anticipated to be located within (4) feet of a real or assumed property line on the rear or side elevation. Therefore, for each of the proposed plan elevations, the rear and side elevation will be designed to comply with CRC Table R332.1 (1) Fire Resistance Protection/Rating of Exterior Wall elements.

   The following minimum fire protection details shall be included within the plans:
   I. One-hour fire-rated wall construction detail for each architectural style that would comply with ASTM E119 or UL 263 testing
   II. One-hour fire-rated projection details on the underside of the projection for each architectural plan style. Assume two-foot minimum fire separation distance
   III. Design elevation where the opening on the exterior firewalls shall not exceed 25%of the wall area
   IV. Specifications and details of roofing material and roof sheathing that would comply with a two-foot minimum fire separation distance

Deliverables; PDF Submittal Set

- *Generic site plan with fillable information – no grading, stormwater or utilities information 5' beyond unit*
- *Floor plan*
- *Foundation plans (both slab on grade and raised foundation options based upon CBC soil minimums of 1500psf)*
- *Floor Framing plans*
- *Roof plan*
- *Roof Framing Plan*
- *Sections (as necessary, maximum of two [2] per unit)*
- *External elevations – one front, two sides and rear as plan typical elevations*
- *Renderings of exterior - one exterior elevation rendering per style for marketing publication provided as individual graphic files*
- *Recommended external and internal materials*
- *Architectural and structural details*
- *Mechanical, Electrical and Plumbing plans – limited to line diagram electrical and mechanical, no isometrics.*
- *T24 Energy calculations (compliant for all building orientations)*
- *No Fire sprinklers plans to be provided other than designating the requirement for Fire Sprinklers as applicable*
- *One (1) plan review cycle is anticipated*

Final delivery documents:

- *24 x 36 PFD file*
- *11 x 17 PDF file (non-scalable)*
- *Color exterior renderings suitable for marketing and publication*
- *Illustrative floor plan for marketing and publication*

WORK PROGRAM ASSUMPTIONS

- Meeting notices. The City is responsible for printing and distribution of physical meeting notices when needed. If requested, the costs of providing printing and/or distribution of meeting notices would be on a time and materials basis.
- Meeting Attendance. The project budget includes attendance at public meetings identified in the work program. The costs of additional meeting attendance would be on a time and materials basis if requested. In addition, meetings are assumed to be conducted using a virtual format.
- Draft Documents. A draft of each document will be provided to staff and revised based on a single set of consolidated comments providing clear direction.
- Printing. This budget assumes the City will be responsible for printing and distributing documents.
- Environmental Review. The scope of work requested does not include environmental documentation or clearance pursuant to the California Environmental Quality Act. As such, environmental documentation and technical studies are not included in this work program. However, such documentation would be provided on a time and materials basis if requested.
- All Permit-Ready ADU designs will be developed to use the 2019 CRC conventional construction code. Any design revisions which exceed the constraints of this assumption may require additional engineering and fee.
- This proposal assumes the City will maintain the approved, architect or engineer stamped originals and issue users unstamped copies and require a hold harmless agreement to be signed by the end-user. The wording suggested similar to "By using these Permit Ready Accessory Dwelling Unit construction documents, the user agrees to release, hold harmless, and indemnify the City of Carpinteria, its elected officials and employees, and the Architect or Engineer who prepared these construction documents from any and all claims, liabilities, suits and demands on account of any injury, damage or loss to persons or property, including injury or death, or economic losses, arising out of the use of these construction documents".



PROJECT AND SCHEDULE MANAGEMENT

The foundation of RRM Design Group's practice relies on expert and proactive project management. Successfully accomplishing each unique assignment within the needed timeframe and allocated budget is essential. At the beginning of a project, RRM focuses on capturing a clear direction on final deliverables and end products, establishing a shared understanding of the project with the client and all team members. Conducting workshops and/or focus group meetings early with stakeholders are effective ways to identify issues and build consensus. These approaches reduce potential surprises that can add costs, cause delays, and dilute consensus. RRM also has a weekly staff scheduling system that enables accurate and advanced project forecasting and project team task assignments. We stay well ahead of potential staffing availability conflicts and competing workload demands. Projecting workloads out weeks and months in advance allows adequate resources to successfully meet critical completion dates and often finish tasks ahead of schedule.

Projecting out workloads weeks and months in advance allows adequate resources to successfully meet critical completion dates.

We make it a practice to provide regular status reports of project progress and closely coordinate with your project manager. In managing a schedule, we have found it helpful to establish mutually agreeable, timely turnaround review times. In addition, all product deliverables are reviewed internally for quality control purposes prior to submittal. We ask that, following your review of a work product, you provide one redlined marked-up version of staff comments so that all comments are reconciled, and the revision process is expedited.

RRM's dedication to exceptional service, superior products, excellent project management, and quality assurance is best recognized through our references. Please give our clients listed on pages 41 a call.



SB 2 Planning Grants Application

SB 2 Grant Application Project Timeline and Budget				
City of Carpinteria Downtown Design Overlay Program				
Objective	**Estimated Cost**	**Begin**	**End**	**Deliverable**
Project Initiation	$10,650	May 2021	Aug 2021	kickoff meeting and review of existing standards and guidelines
Public Outreach	$25,100	May 2021	Aug 2021	public outreach program, stakeholder meetings, project materials, FAQ, and open house
Dowtown Design Overlay	$76,687	Aug 2021	Oct 2021	administrative, screencheck, and public review drafts
Public Review, Adoption, and Implementation	$22,322	Sept 2021	Oct 2022	public hearings and final draft

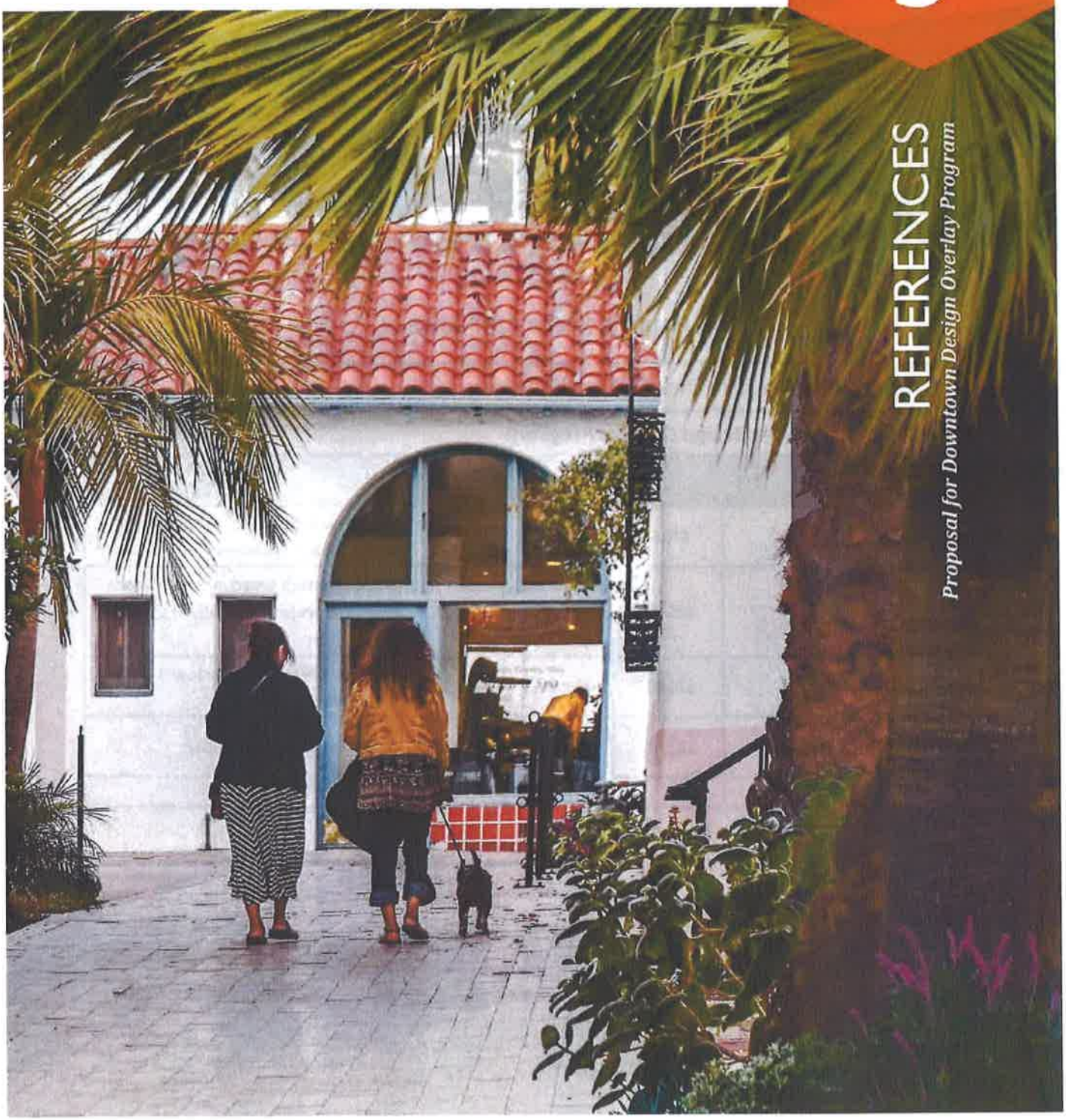
Total Est. Cost $134,759

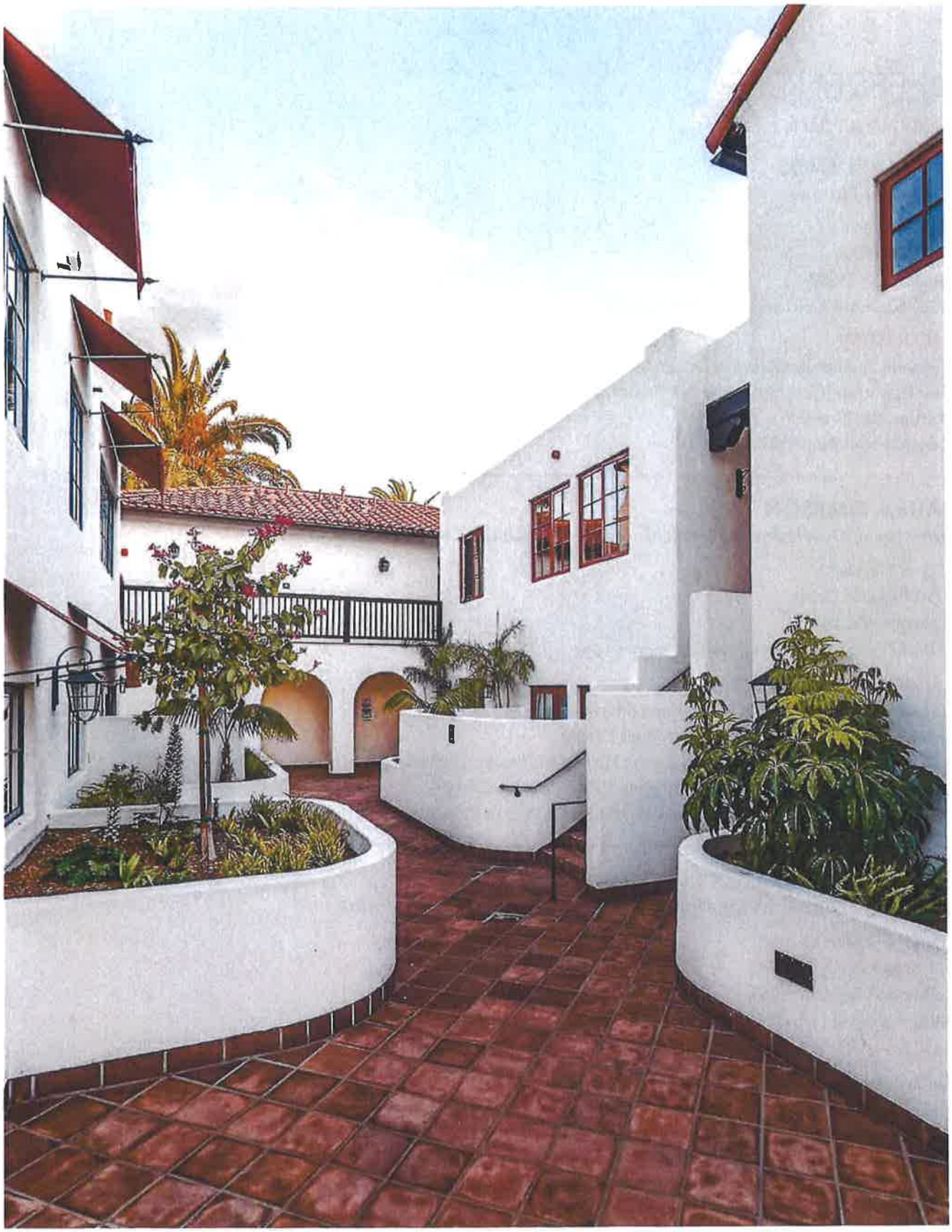
Section

5

REFERENCES

Proposal for Downtown Design Overlay Program





REFERENCES

Please ask our clients...

MICHAEL CASS

Principal Planner

City of Dublin
100 Civic Plaza
Dublin, CA 94568
(925) 833-6610 | michael.cass@dublin.ca.gov

PROJECT(S):

Citywide Multifamily Objective Design Standards and ADU Prototypes
Key Personnel: Scott Martin, Jami Williams, Brady Woods
Dates: 2020-Present
Cost/Design Fee: $227,130

LAURA SIMPSON

Director of Development Services, Formerly with the City of Walnut Creek

City of Hayward
1950 Parkside Drive
Concord, CA 94519
(925) 671-3152 | laura.simpson@hayward-ca.gov

PROJECT(S):

Hayward Industrial District Regulations (Hayward)
Shadelands Gateway Specific Plan (Walnut Creek)
Key Personnel: Scott Martin (Hayward) / Diane Bathgate, Scott Martin, Jami Williams (Walnut Creek)
Dates: 2017 - 2020 (Hayward) / Completed 2014 (Walnut Creek)
Cost/Design Fee: $153,563 (Hayward) / $583,443 (Walnut Creek)

JESSICA VON BORCK

Director of Land Use Planning, Formerly with the City of Los Gatos

Stanford University
415 Broadway, 3rd Floor
Redwood City, CA 94063
(408) 499-8342 | jvbo@stanford.edu

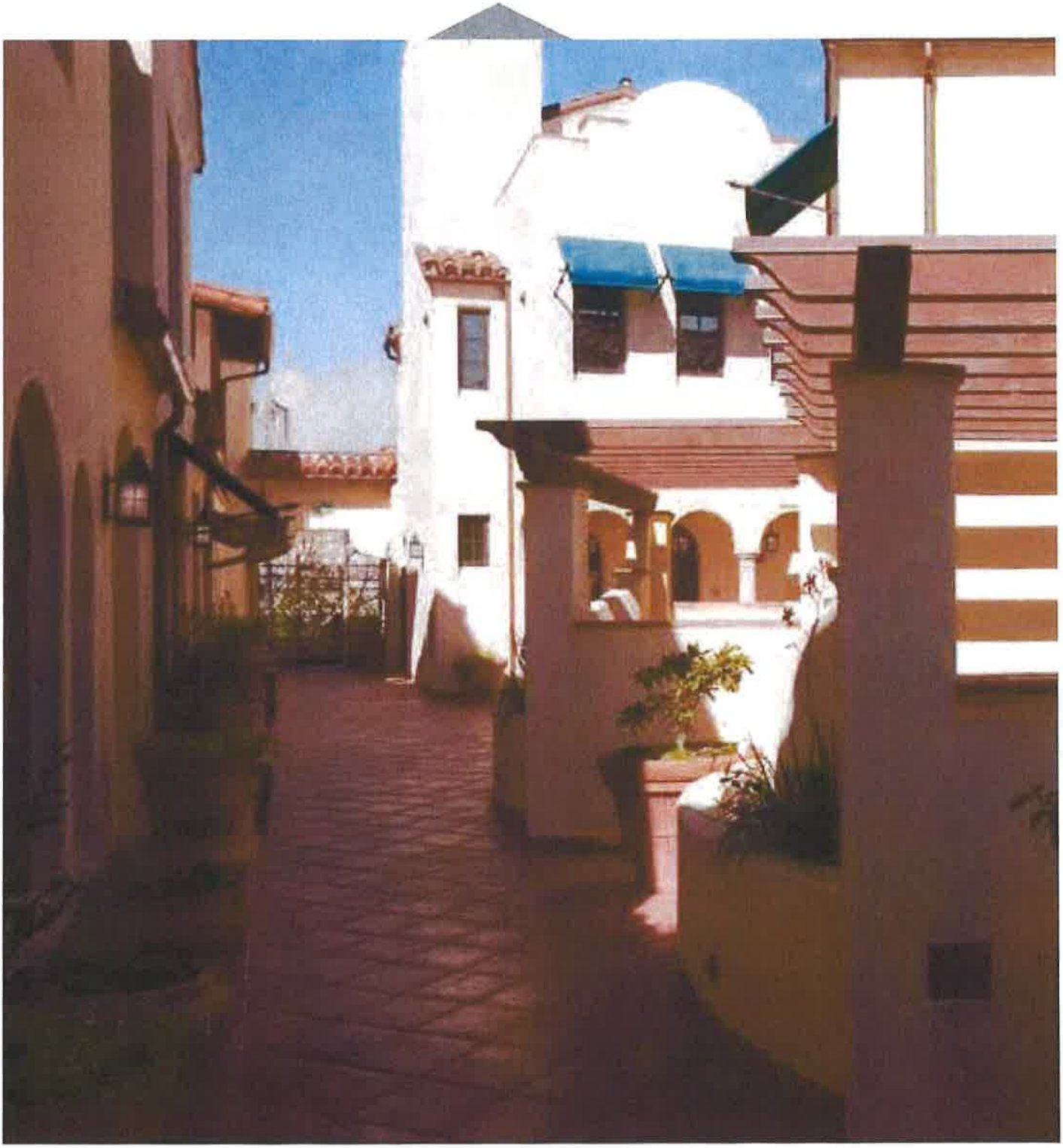
PROJECT(S):

San Juan Residential District Guidelines (Stanford University)
North 40 Specific Plan (Los Gatos)
Key Personnel: Diane Bathgate, Scott Martin, Lance Wierschem, Jami Williams (Stanford and Los Gatos)
Dates: 2019 - Present (Standford) / Completed in 2016 (Los Gatos)
Cost/Design Fee: $132,555 (Stanford) / $634,892 (Los Gatos)

RRM PROJECT

Paseo Chapala Mixed-Use Improvements

Santa Barbara, California



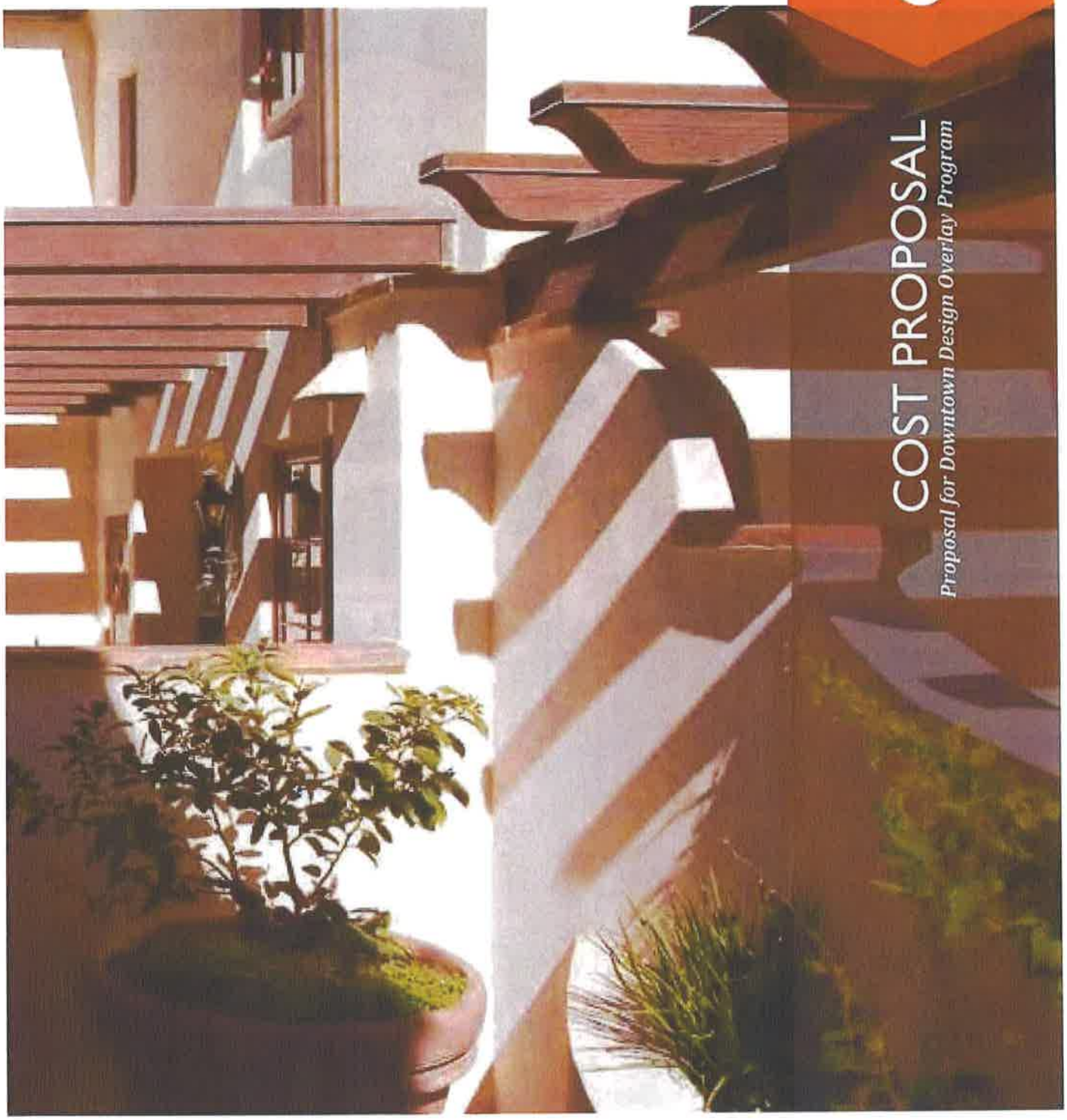
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Section

6

COST PROPOSAL

Proposal for Downtown Design Overlay Program





Carpinteria Downtown Design Overlay Program

SB-2 FUNDED COST PROPOSAL

April 16, 2021

			RRM JAMI WILLIAMS		RRM BRADY WOODS		RRM DIANE BAIRGATE		RRM TONY IOMASELLO		RRM SCOTT MARTIN		RRM RANDY RUSSOM		RRM LANCE WIERSCHEM		RRM STAFF	
			Principal-in-Charge		Project Manager		Environmental + Policy Planner		Senior Planner + Housing Policy Analyst		Project Architect + Urban Designer		Project Architect		Landscape Designer		Production Staff	
			250 $ per hour		175 $ per hour		250 $ per hour		170 $ per hour		210 $ per hour		200 $ per hour		135 $ per hour		120 $ per hour	
TASK 1: PROJECT INITIATION	FEE TYPE																	
	Task 1 Value:	**$ 10,650**	6	$ 1,500	12	$ 2,100	2	$ 500	2	$ 340	2	$ 420	2	$ 400	2	$ 270	40	$ 5,120
TASK 2: PUBLIC OUTREACH	FEE TYPE																	
	Task 2 Value:	**$ 25,100**	8	$ 2,000	16	$ 2,800	27	$ 6,750	0	$ -	11	$ 2,310	5	$ 1,000	0	$ -	80	$ 10,240
TASK 3: DOWNTOWN DESIGN OVERLAY	FEE TYPE																	
	Task 3 Value:	**$ 76,687**	26	$ 6,500	112	$ 19,600	0	$ -	13	$ 2,210	34	$ 7,140	34	$ 6,800	19	$ 2,565	249	$ 31,872
TASK 4: PUBLIC REVIEW, ADOPTION, AND IMPLEMENTATION	FEE TYPE																	
	Task 4 Value:	**$ 22,322**	14	$ 3,500	30	$ 5,250	0	$ -	0	$ -	10	$ 2,100	10	$ 2,000	0	$ -	74	$ 9,472

Estimated Project Total	$ 134,759

Additional Work

Please note that the tasks to be performed by the RRM team are limited to those outlined within the scope of work. Any additional services requested may be provided for an additional fee.

Fee Footnote

Estimated fees for tasks shown as "Time and Materials - Not to Exceed" (T&M/NTE) are provided for informational purposes only. Amounts billed for these tasks, which will reflect actual hours, will not be exceeded without prior approval by the client.

Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.

rrm design group

Carpinteria Downtown
Design Overlay Program
CITY FUNDED COST PROPOSAL
April 20, 2021

TASK 5: ADU PROTOTYPES	FEE TYPE		RRM JAMI WILLIAMS		RRM BRADY WOODS		RRM DIANE BATHGATE		RRM TONY TOMASELLO		RRM SCOTT MARTIN		RRM RANDY RUSSOM		RRM LANCE WIERSCHEM		RRM STAFF	
			Principal-in-Charge		Project Manager		Environmental + Policy Planner		Senior Planner + Housing Policy Analyst		Project Architect + Urban Designer		Project Architect		Landscape Designer		Production Staff	
			250 $ per hour		175 $ per hour		215 $ per hour		170 $ per hour		210 $ per hour		200 $ per hour		135 $ per hour		128 $ per hour	
	Task 5 Value:	**$ 43,024**	12	$ 3,000	0	$ -	0	$ -	0	$ -	28	$ 5,880	44	$ 8,800	0	$ -	198	$ 25,344

Estimated Project Total	$ 43,024

Additional Work

Please note that the tasks to be performed by the RRM team are limited to those outlined within the scope of work. Any additional services requested may be provided for an additional fee.

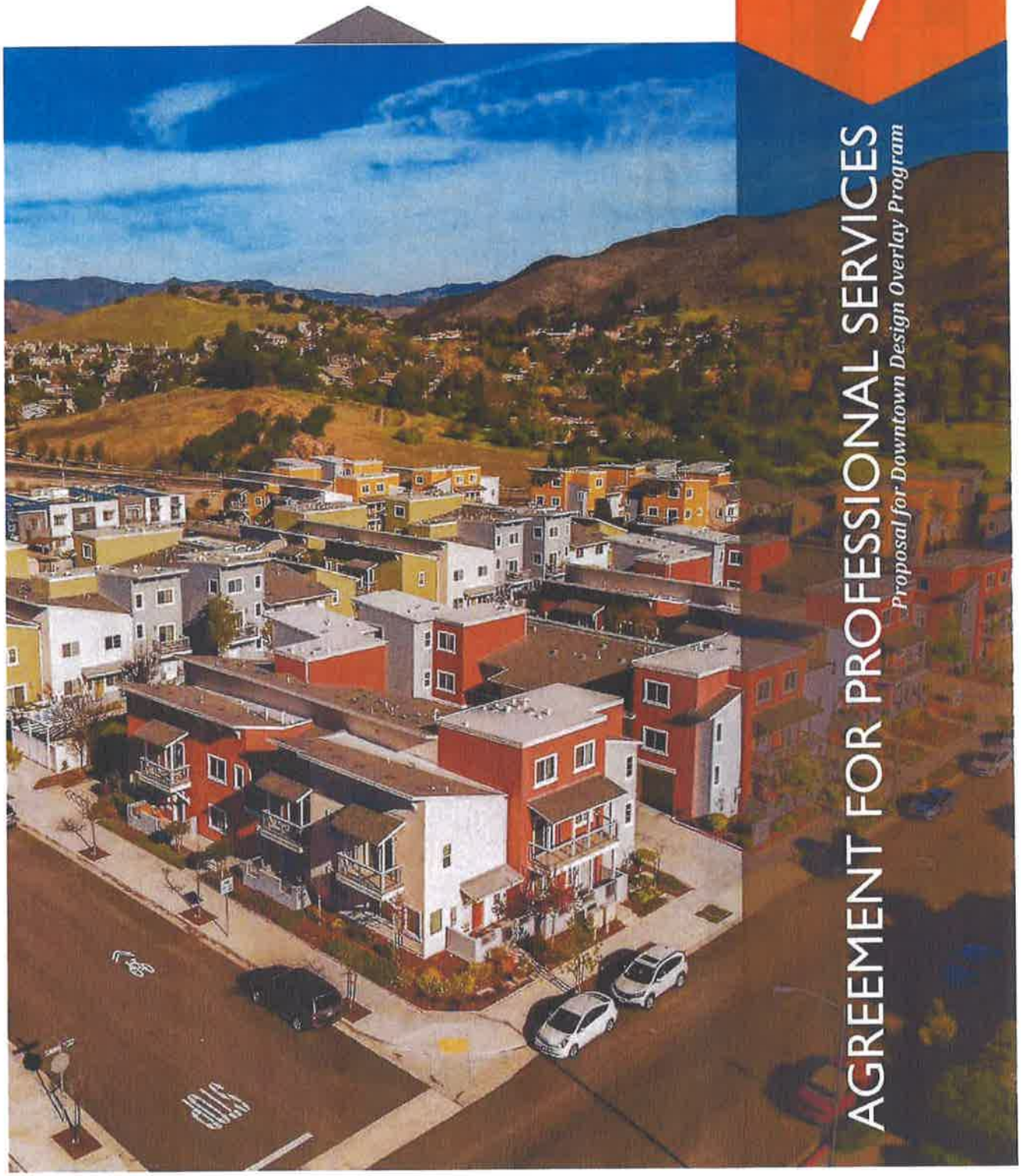
Fee Footnote

Estimated fees for tasks shown as "Time and Materials - Not to Exceed" (T&M/NTE) are provided for informational purposes only. Amounts billed for these tasks, which will reflect actual hours, will not be exceeded without prior approval by the client.

Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.

RRM PROJECT
Moylan Terrace Multifamily Housing
San Luis Obispo, California



Section

7

AGREEMENT FOR PROFESSIONAL SERVICES

Proposal for Downtown Design Overlay Program

AGREEMENT FOR PROFESSIONAL SERVICES

The Agreement for Professional Services has been read, and RRM Design Group will meet the prerequisite insurance requirements, and if selected, agrees to enter into such Agreement. RRM Design Group is in substantial agreement with the City's proposed Agreement, however there are some items that we feel would be of mutual benefit to discuss. Our requested revisions are listed below notated in red.

DRA Insured:	RRM Design Group	Project Name:	Unknown
Client Name:	City of Carpinteria	Date Reviewed:	March 18, 2021

DISCLAIMER: At your request and as a courtesy to you, Dealey, Renton & Associates (DRA) has reviewed portions of your contract that relate to your insurance program and has provided comments and/or recommendations based upon such review. It is not to be regarded as legal opinion or advice in any form. Our review is limited only to the six contract clauses referenced within this document, but only if they are titled or otherwise expressly evident within the agreement. If legal advice or expert assistance is required, the services of a competent professional should be sought. You should develop your own language based on your firm's procedures and experience in reviewing and approving contracts written by other parties.

Indemnity

Article / Section:	9
Is the obligation limited to indemnity only, with no obligation to defend?	No

For insurability purposes any duty to defend which is not expressly deleted or defined as a reimbursement to the extent of the adjudicated negligence will present insurability issues. To address this exposure, we suggest:

- 1st line: delete *"defend"*
- 3rd line: insert "reimbursement of reasonable" before "attorney's"
- 4th: insert "are found to" before "arise"
- 5th line: insert "negligent" before "performance"

Is the obligation owed only for your negligent acts, errors or omissions?	No

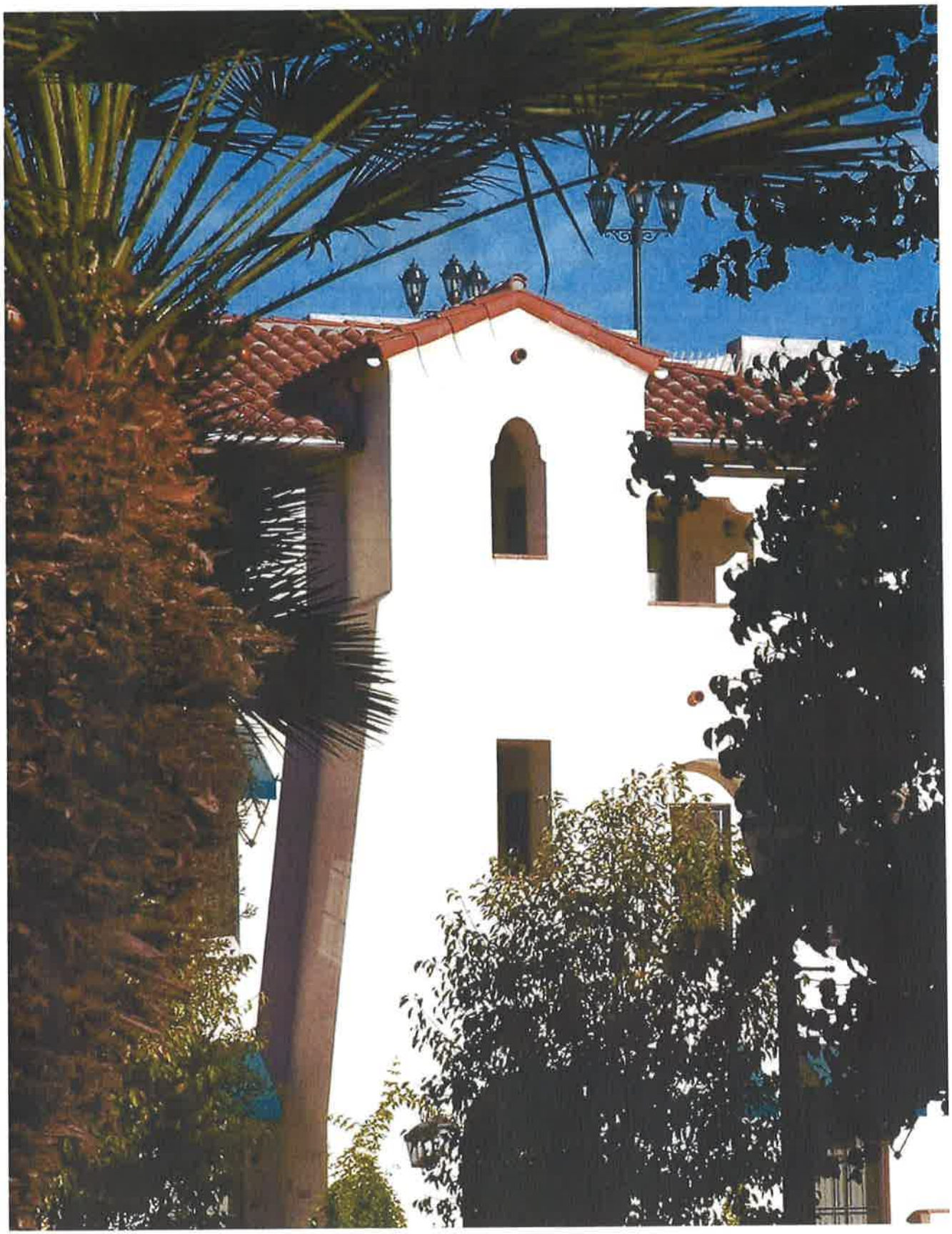
For insurability purposes, one of the most important contract terms is to ensure the word "negligent" is evident in the indemnity clause. Absent a negligence trigger for claims, a client or owner could present claims with no allegations of negligence, there may be professional liability may have coverage implications. Inserting "negligent" acts, errors, or omissions can help make the entire indemnity subject to an appropriate standard of care.

Is the obligation limited to liability actually caused by you (e.g. 'but only to the extent actually caused by')?	No

Many contracts will use phrases such as: *"arising out of or in connection with*". This can allow a client or owner to assert claims that vaguely involve your scope of services. By replacing such phrases with "*but only to the extent actually caused by*", the claimant must establish that your negligence was the proximate cause of the damage, otherwise known as direct causation.

Are the indemnified parties limited to those who are in direct contractual privity?	Yes

Suggest limiting the obligation to only those parties with whom you have the contract, or who are in direct contractual privity to the project owner. Avoid outside parties such as subsidiaries, affiliates, banks, lenders, etc. Also avoid Agents, as the phrase is very vague.



Standard of Care

Article / Section:	2.1
Does the Agreement contain a Standard of Care Clause?	Yes
No revisions necessary	
Is the obligation limited to your exercise of ordinary skill, care and judgment?	Yes

The goal is to make the Standard of Care clause contractual obligation a ceiling, not a floor. Even when a clause is otherwise compliable, usage of standard of care clause including the phrase "*consistent with, but limited to*" qualifies the extent of your professional services, which can mitigate other questionable contract language that jeopardizes insurability.

Agreements containing words such as *highest, best, fiduciary, first class, etc.* will cause insurability issues if you are held to a standard beyond what is required absent the agreement, these should all be omitted.

Warranties and Guarantees

Article / Section:	2.5
Does contract include any warranties and guarantees?	Yes

- Delete "and warrant" in 1st line

NOTE: Any warranty or guaranty that you offer beyond performance in accordance with the professional standard of care is uninsurable. Contracts will often include warranties regarding licensure, or ability to execute the contract. These are business risks which are outside the purview of the insurance program but may be acceptable risks for a firm to assume.

Additional Commentary: Implied Warranties

Not every warranty needs to be expressly stated as a 'warranty' or 'guarantee' to be problematic, some can be implied or suggested obligations. Two prominent examples:

1. **Compliance with all laws, regulation and codes:** Preference is to use the phrase: "*endeavor to comply with applicable laws, regulations, and codes...*"
2. **Time is of the essence:** Such a provision increases risk of a claim and damages faced by an insured in that it means that any delay is a material breach of the contractual obligations. Preference to include language such as: *"The Consultant shall not be responsible for delays from any and all causes beyond its reasonable control."*

Dispute Resolution

Article / Section:	7

Is the primary dispute resolution method mediation or good faith negotiation?	Yes
Most insurance carriers prefer a stepped process. Good faith negotiations, followed by non-binding mediation, and if necessary, concluded with litigation.	
Does it avoid mandatory arbitration? Preference is court trial in county where project is located.	No
Arbitration is the least preferred method of dispute resolution because it often lacks discovery rights is generally more expensive, can involve unfavorable arbitrators, and the arbitration awards are binding without a right of appeal. If you must agree to arbitration, it should be mutually agreed upon in writing by the parties to this agreement. This provides an option to avoid arbitration when it is not to your benefit. Alternatively, consider only for disputes under a set amount (e.g. $100,000).	

Prevailing Parties	
Article / Section:	N/A
Did you delete any prevailing party attorneys' fees clause for insurability purposes?	N/A
For insurability purposes, we always suggest omitting prevailing party clauses. Prevailing Party Attorneys Fee clauses are considered double-edged swords: while these clauses can be valuable deterrents to frivolous claims if you win, the insurance carrier will not pay these fees if you lose. Furthermore, in the event you prevail, it can be costly for you to recoup your own costs and fees.	

Exhibit B

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

When applicable, Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop-down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than $1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial

size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third-party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010-0413. Consultant also agrees to require all contractors and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days' notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for

purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. The City's failure to comply with reporting requirements should not affect coverage required under the Agreement.

23. The consultant's insurance is primary to that of any insurance claimed by the City.

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

EXHIBIT C

WORKERS' COMPENSATION REQUIREMENTS

The Consultant is required to sign and file either a statement acknowledging its obligation to secure payment of Workers' Compensation before beginning work, or a declaration confirming that as a sole proprietor consultant is exempt from Workers' Compensation Requirements.

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

I, Jami Williams, hereby acknowledge my obligation to secure payment of Workers' Compensation before beginning work.

Consultant

By:_____
Jami Williams, Principal-in-Charge

Dated:_____

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 26, 2021

ITEM FOR COUNCIL CONSIDERATION

Annual report on the progress being made implementing the City's General Plan.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item ___

Accept the 2020 General Plan Annual Progress Report and direct the Community Development Director to submit the Report to the Governor's Office Planning and Research.

Sample Motion: I move to accept the 2020 General Plan Annual Progress Report and to direct the Community Development Director to submit the Report to the Governor's Office of Planning and Research.

BACKGROUND

Pursuant to California State law, each City and County is required to prepare an Annual Report to its legislative body on the status of the General Plan and progress on its implementation. The law requires that a copy of the General Plan Annual Progress Report (Report) be submitted to the Governor's Office of Planning and Research (OPR) at the same time it is submitted to the legislative body. The Community Development Department will send the report to the State and post the document on the City's website pursuant to Council's direction.

DISCUSSION

Carpinteria adopted an update of its General Plan and Coastal Land Use Plan in January 2003. An updated Housing Element was certified by the State in 2014. The Housing Element Annual Report is reviewed and submitted separately from the General Plan Annual Report. The 2020 Housing Element Report, reviewed and approved previously by the City Council, was submitted to the State Department of Housing and Community Development on March 18, 2021, and is included as an exhibit with the General Plan Annual Progress Report.

The General Plan identifies the central goal of the community.

> *To preserve the essential character of our small beach town, its family-oriented residential neighborhoods, its unique visual and natural resources and its open, rural surroundings while enhancing recreational, cultural and economic opportunities for our citizens.*

Implementation of the central goal is described through objectives and policies organized by eight elements: Land Use, Housing, Community Design, Circulation, Open Space/Recreation & Conservation, Safety, Noise, and Public Facilities & Services.

The 2020 General Plan Annual Progress Report was prepared, in part, to comply with the requirements of OPR's General Plan Guidelines. The format and content of the Annual Report has been prepared in accordance with the State's submittal requirements. The report includes a summary of activities and actions taken by the City that implement the objectives and policies of the General Plan. The report is organized by the eight General Plan elements. Each General Plan Element has been identified and is accompanied by a brief summary of its adoption and amendments that followed. Important goals and objectives are then summarized with a description of City activities and achievements that were undertaken to implement those objectives and policies over the last calendar year.

In summary, the report describes various development, legislative and administrative/regulatory actions that serve to implement the General Plan. The accomplishments include actions taken by the City Council, Planning Commission and various committees and boards in response to private and public development project applications, legislative actions that further the objectives and policies of the General Plan, and supporting administrative and regulatory activities undertaken by City staff.

POLICY CONSISTENCY

As a requirement of Government Code (Section 65400(a)(2)), the Report serves as evidence of implementation of the City's General Plan goals, objectives and policies. By submitting the Report to the Office of Planning and Research and the Department of Housing and Community Development each year, the City fulfills statutory requirements to report certain housing information that shows progress in the local agency's efforts in meeting its share of regional housing needs and local efforts. The Report is also a tool for understanding where General Plan implementation work remains and how related resources may need to be focused to address General Plan policies.

FINANCIAL CONSIDERATIONS

Other than the cost of preparation, there is no anticipated financial impact to the City as a result of submitting this report. Preparation of the annual General Plan Report is an unfunded state mandate.

LEGAL

With submittal of the document to OPR, the City will have complied with California planning law pursuant to §65400(b)(1) of the Government Code.

OPTIONS

1. Authorize the CDD Director to submit the Report to the Governor's Office of Planning and Research.
2. Recommend changes be incorporated into the Report and authorize the Community Development Director to submit the revised Report to OPR.
3. Recommend changes and direct staff to return a revised Report for further review.

PRINCIPAL PARTIES EXPECTED AT MEETING

Interested members of the public.

ATTACHMENTS

Attachment A 2020 General Plan Annual Progress Report

Staff contact:
Marysol Smith, Assistant Planner
(805) 755-4451, marysols@ci.carpinteria.ca.us

Signature

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

Signature

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

Signature

Attachment A

2020 General Plan Annual Progress Report

City Council Meeting
April 26, 2021

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City of Carpinteria
General Plan
2020 Annual Progress Report

Report Accepted by City Council

April 26, 2021

City Council

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

Planning Commission

Jane L. Benefield, Chair
John Callender, Vice-Chair
Glenn La Fevers
John Moyer
David Allen

City Staff

Dave Durflinger, City Manager
Steve Goggia, Community Development Director
Matt Roberts, Parks and Recreation Director
John Ilasin, Public Works Director
Licette Maldonado, Administrative Services Director

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Exhibits

Housing Element Annual Progress Report (2020) . . . . . Exhibit 1
Work Plan Accomplishments Table (2020) . . . . . Exhibit 2
City Council Staff Report (April 26, 2021) . . . . . Exhibit 3

City of Carpinteria

2020 General Plan Annual Progress Report

Introduction

California Government Code Section 65400(a)(2) requires an annual report on the status of the General Plan and the City's progress in its implementation, including progress in meeting its share of regional housing needs. This Annual Report must be submitted to the City Council and the Office of Planning and Research (OPR) each year; a separate annual report detailing the City's progress toward implementing its Housing Element has been submitted to the Department of Housing and Community Development (HCD). The preparation of this report provides an opportunity to review activities and projects of the prior year in the areas of development and other programs that work toward implementing the City's General Plan.

Carpinteria adopted an update of its General Plan and Coastal Land Use Plan in January 2003. The General Plan identifies the central goal of the community:

> *To preserve the essential character of our small beach town, its family-oriented residential neighborhoods, its unique visual and natural resources and its open, rural surroundings while enhancing recreational, cultural and economic opportunities for our citizens.*

Since its adoption in 2003, the City has worked to implement the policies outlined in the General Plan. The various departments that make up the City of Carpinteria work together to implement various aspects of the General Plan. These departments include General Government, Administrative Services, Parks and Recreation, Public Works, and Community Development. The General Plan is designed to be consistent with the California Coastal Act, and the Land Use Plan is a part of the City's certified Local Coastal Program.

A comprehensive General Plan/Coastal Plan Update was initiated in September of 2015, with a concerted multi-year work effort presently underway. In addition to updating all of the required elements, reviewing specific areas within the City that may warrant Land Use Designation changes and creating a new element addressing climate change/sea level rise, the General Plan will include a Healthy Communities Element.

This document is a reporting document, and does not create or alter policy. The content is provided for informational purposes only, and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15306.

This report is organized to comply with OPR's General Plan Guidelines, including environmental justice considerations, and consultation with local tribal agencies. The report includes sections that correlate with the Elements of the General Plan and details important information and events from the 2020 calendar year.

After this introduction, a summary of projects and issues addressed in 2020 is provided, and then discussed in the context of each General Plan Element. Exhibit 1 includes the City Council Adopted 2020 Housing Element Annual Progress Report. Exhibit 2 includes the 2020 Work Plan Accomplishments Table from the City of Carpinteria Annual Work Plan.

Development Activities/Project and Program Review

Throughout 2020, the City reviewed numerous projects through the development review process and participated in many planning efforts. The proposed projects function to implement land use, community design and other elements of the General Plan. The following summaries provide a general overview of the projects, programs and permits that were reviewed. These summaries are general and are not intended to be exhaustive.

BUILDING PERMITS

In 2020, the Building Division issued 262 Building Permits. Building Permits were issued for commercial remodel projects, residential remodels, solar photovoltaic power systems projects, new construction projects and various other energy-reducing water heater replacements, LED lighting upgrades and other minor permits throughout the City. Nineteen Certificates of Occupancy were issued for new residential units and one for a commercial location.

PLANNING PERMITS

The Planning Division processed a variety of planning permits throughout 2020, including Development Plans, Conditional Use Permits, Coastal Development Permits, Parcel Maps, and associated environmental review documents, as needed.

The Planning Commission reviewed the following application types in 2020:

- 4 Development Plans/Amendments/Revisions
- 3 Conditional Use Permits/Revisions
- 1 Tentative Tract/Tentative Parcel Maps
- 1 Rezones/General Plan Amendments/Local Coastal Program Amendments
- 2 Government Code § 65402 Consistency Review

In 2020, the Architectural Review Board reviewed 52 items, which consisted of 37 separate projects. Of those reviewed, 25 projects resulted in favorable recommendations to the Community Development Director or the Planning Commission, 7 received conceptual comments, and 3 projects were continued with comments for redesign.

CODE COMPLIANCE

The Code Compliance Division works diligently to abate code violations through voluntary and, if needed, mandatory actions. This year, the Division abated numerous Zoning Code violations, including unpermitted garage conversions, and numerous Building Code violations. Other abated violations include, smoking in public places, public nuisance, and parking violations. Although many violations required formal citations, most violations get resolved through voluntary compliance efforts. During the year, voluntary compliance efforts were successful in abating unpermitted advertising banners, parking violations, weed abatement, fences and many other minor violations.

CITY COUNCIL

The City Council reviewed various programs, projects and regulations in 2020. The following is a summary of key items reviewed.

Carpinteria Groundwater Sustainability Agency – January 13, 2020
The City Council approved joining the Carpinteria Groundwater Sustainability Agency and authorized to execute a Joint Exercise of Powers Agreement with the Carpinteria Valley Water District, Santa Barbara County Water Agency, and County of Ventura.

Update on Highway 101 and Linden-Casitas Pass Project – January 13, 2020
Regular presentation on the progress of the various infrastructure projects underway and competition milestones.

Property Assessed Clean Energy Program Update – January 27, 2020
The City Council received and filed the update on Property Assessed Clean Energy programs.

Agreement with Visiting Nurse and Hospice Care– January 27, 2020
The City Council authorized the City Manager to execute a Sublease Agreement with VNA Health (Visiting Nurse and Hospice Care) for 220 square feet of interior building space at the Carpinteria Veterans Memorial Building.

Electric Vehicle Charging Systems – January 27, 2020
The City Council approved first reading of Ordinance No. 738 for expedited permitting procedures for Electric Vehicle Charging Systems.

Mandatory Seismic Retrofit Program – January 27, 2020
The City Council waived the first reading of Ordinance No. 737, Mandatory Seismic Retrofit Program for Existing Wood Frame Buildings with Soft, Weak or Open-Front Walls. The second reading was delayed due to the COVID-19 pandemic.

Resolution condemning white nationalism and white supremacy – January 27, 2020
The City Council approved and adopted Resolution No. 5938, condemning white nationalism and white supremacy.

2019 California Model Codes relating to buildings and construction – February 10, 2020
The City Council adopted Ordinance 736 amending Title 15 (Buildings & Construction) to adopt by reference and amend the 2019 California Model Codes.

Parking Lot No. 2 and Cactus Lane Improvements Project – February 10, 2020
The City Council authorized noticing inviting bids for the 2020 Pavement Rehabilitation Project No. 15112.

Measure A Five-Year Local Program of Projects – February 24, 2020
The City Council adopted Resolution No. 5939, approving the Measure A Five-Year Local Program of Projects for Fiscal Years 2020-21 through 2024-25 and authorized the Public Works Director to submit them to the Santa Barbara County Association of Governments.

Standard specifications and plans for Public Works construction – February 24, 2020
The City Council approved Ordinance 739, amending Title 12 (Streets, Sidewalks and Public Places) in the Carpinteria Municipal Code regarding Standard Specifications and Plans for Public Works Construction.

Community Development Block Grant Public Services Grant Allocation – February 24, 2020
The City Council approved allocation of funds from the Community Development Block Grant (CDBG) Public Services Grant in an even split between Peoples' Self-Help Housing's Carpinteria education program and United Boys & Girls Club of Santa Barbara County's out-of-school youth enrichment program.

Appointment to the Architectural Review Board – February 24, 2020
The City Council reviewed candidates and appointed a new member to fill a vacancy on the Architectural Review Board.

Governance and Operations of the Carpinteria and Montecito Libraries – February 24, 2020
The City Council authorized the City Manager to enter into a consultant services agreement for the governance and operations of the Carpinteria and Montecito Libraries.

Bob Hansen Creeks Preservation Program Annual Report – February 24, 2020
The City Council received and filed the report.

Rincon Bluffs Preserve Acquisition – February 24, 2020

The City Council voted to dedicate funds to be used for the acquisition of 21.65 acres of land known as the Rincon Bluffs Preserve. The Funds are to be reimbursed by the County of Santa Barbara as a Coastal Resource Enhancement Fund Grant.

Support for Mobile Home Residency Law Amendments – February 24, 2020

The City Council approved a letter of support for SB 999, concerning a proposed amendment to state Mobile Home Residency Law aimed at protecting local mobile rent control.

Update on New State Housing Laws – March 9, 2020

The City Council received and filed the report on new state housing laws taking effect in 2020.

South Coast Task Force on Youth Safety – March 9, 2020

The City Council authorized the City Manager to enter into the Memorandum of Understanding concerning the South Coast Task Force on Youth Safety.

Boat House Mural – March 9, 2020

The City Council authorized the City Manager to commission Muralism Inc., requested by Carpinteria Beautiful, for the painting of the Ash Avenue Boathouse with a marine life mural. Additionally, they accepted a donation from Greg Cole and appropriated monies from the Tideland's Trust Fund to complete the project.

2019 Annual Housing Element Report – March 9, 2020

The City Council received the annual report on the status of the Housing Element program implementation and directed staff to submit to the State Housing and Community Development Department.

Reducing Waste from Single-Use Packaging and Projects – March 9, 2020

The City Council authorize letters of support for Senate Bill 54 and Assembly Bill 1080, collectively the California Circular Economy and plastic Pollution Reduction Act.

Proclamation of Local Emergency – March 23, 2020 (ongoing)

The City Council adopted Resolution No. 5954, proclaiming a local emergency related to the COVID-19 pandemic and directed staff to return at least every 30 days for re-ratification of the emergency.

Street Selection List for the 2021 Pavement Rehabilitation Project – March 23, 2020

The City Council approved the recommended street selection list for the 2021 pavement rehabilitation Project with the understanding that staff will look into the concerns of flooding and drainage raised for the specific area in the beach neighborhood.

Consultant Services with the Housing Trust Fund of Santa Barbara County – April 13, 2020
The City Council authorized the City Manager to execute Amendment No. 4 to the agreement for consultant services with the Housing Trust Fund to implement and monitor compliance of the Work Force Homebuyer Down Payment Loan Program.

COVID-19 Pandemic response actions – April 13, 2020
The City Council (1.) adopted Resolution No. 5958, to waive business license and downtown business improvement area annual fees; (2.) approved an amendment to the fiscal year 2019-20 budget to increase the Community Services Support Program allocation to come from Measure X Fund and authorized the City Council Finance Committee to determine the process for approval and distribution of funds to organizations currently funded through the program that are assisting with COVID-1 9 response to the Carpinteria community and waive Community Services Support Program application requirements for the 2021 Budget for organizations receiving a Community Services grant in 2020; and, (3.) directed the City Manager to enact a temporary stay on hiring effective immediately for all full-time, part-time, and seasonal part-time positions.

Temporary Moratorium on Commercial Evictions – April 13, 2020
The City Council approved and adopted Ordinance No. 741 enacting a temporary moratorium on evictions due to nonpayment of rent for commercial tenants where the failure to pay rent results from income loss from the novel coronavirus (COID-19). Amendment approved May 26, 2020.

Construction Contract for Pavement Rehabilitation Project and Parking Lot No. 2 and Cactus Lane Improvements Project. – April 27, 2020
The City Council awarded a construction project to Taro Enterprises, Inc. for the Pavement Rehabilitation Project (City Project No. 15112-2020) and Parking Lot No. 2 and Cactus Lane Improvements Project (City Project No. 15092-2). Additionally, Council authorized an agreement with Filippin Engineering, Inc. to provide consulting construction inspection services and an agreement with Oakridge Geoscience, Inc. to provide consulting construction materials testing services.

Consulting Services for the Dune and Shoreline Management Plan – April 27, 2020
The City Council authorized the City Manager to execute an Agreement with
Moffatt & Nichol to provide consulting coastal engineering services for the Dune and Shoreline Management Plan and approved a budget appropriation to Tidelands Trust Fund.

Annual General Plan Progress Report – May 11, 2020
The City Council accepted the 2019 General Plan Annual Progress Report and direct the Community Development Director to submit the Report to the Governor's Office of Planning and Research.

Recycling and Organics Regulatory Update and Letter of Support – May 26, 2020
The City Council received the Recycling and Organics Regulatory Update Report and authorized the Mayor to sign the letter of support for Senate Bill 1191.

Rincon Multi-Use Trail Project – May 26, 2020
The City Council authorized an amendment to the Memorandum of Understanding with the Santa Barbara County Association of Governments for the Rincon Multi-Use Trail Project.

Linden Avenue Improvements Project Agreement – May 26, 2020
The City Council authorized the Cooperative Agreement with the Santa Barbara County Association of Governments to receive the initial, partial payment of Carpinteria Circulation Improvements Funds for Project No. 15113-Linden Avenue
Improvements Project-Carpinteria Avenue to Linden Avenue Overpass.

Agreement Amendment for the Rincon Multi-Use Trail Project – May 26, 2020
The City Council authorized an amendment to the agreement with Dudek to complete the CEQA documentation for the Rincon Multi-Use Trail Project.

Small Business Restart Grant Program – May 26, 2020
The City Council approved and adopted Resolution No. 5978, amending the fiscal year 2019-2020 budget to appropriate from the City's Economic Uncertainty Reserve to fund and form a $100,000.00 COVID-19 Relief Small Business Restart Grant Program.

Temporary COVID-19 Outdoor Business Permit – May 26, 2020
The City Council approved and adopted Ordinance No. 744 to allow businesses to operate in the City right-of-way and other privately-owned outdoor spaces to encourage social distancing and economic activity during the COVID-19 pandemic.

Resolution condemning the unjustified use of force and brutality – June 8, 2020
The City Council adopted Resolution 5981, condemning the unjustified use of force and brutality against black people and people of color by law enforcement and standing in solidarity with non-violent protestors of racial injustice around the country.

Community Services Policy Committee – June 22, 2020
The City Council expressed support to create a community services policy committee to support objectives in furthering racial equity and justice within local law enforcement (identified in Resolution No. 5981).

Emergency Rental Assistance Program – July 13, 2020
The City Council approved and adopted Resolution No. 5987, appropriating the City's allocation of Community Development Block Grant Coronavirus (CDBGCV) Funds towards the Emergency Rental Assistance Program managed by the County of Santa Barbara.

Formation of a Committee on Racial Equality and Social Justice – July 13, 2020
The City Council received report on options for the formation of a Committee on Racial Equity and Social Justice. Council directed staff to return with an agenda item for Council to create the committee.

Report on City Grant Programs and Restart Grant Program Round II – July 13, 2020
The City Council accepted the report on the Supplemental Community Services Grant Program and COVID-19 Relief Small Business Restart Grant Program. The Council approved Resolution No. 5988, approving the Restart Grant Program Round II. Staff was directed to return with round III of the program.

Design Services for Pavement Rehabilitation Project – July 13, 2020
The City Council authorized an agreement with Encompass Consultant Group, Inc to provide consulting design services for the Pavement Rehabilitation Project (City Project No. 15120 – 2021).

In-lieu affordable housing fee – July 27, 2020
The City Council adopted Resolution No. 5990, adjusting the affordable housing in-lieu fees for condominiums and single-family dwellings. The Council received and filed the report on the City's home sales prices for 2019.

Formation of committees on Racial Equity and Social Justice – July 27, 2020
The City Council directed staff to bring forth a resolution forming a committee on Racial Equity and Social Justice.

Design Services for the Linden Avenue Improvements Project – July 27, 2020
The City Council approved an agreement with Stantec Consulting Services, Inc to provide consulting design services for the Linden Avenue Improvements Project-Carpinteria Avenue to Linden Avenue Overpass (City Project No. 15113).

Temporary Closure of Linden Avenue – July 27, 2020
Temporary and partial closure of Linden Avenue to vehicular traffic in support of local businesses.

Formation of an ad hoc racial equity and social justice committee – August 10, 2020
The City Council adopted Resolution No. 6001 approving the formation of ad hoc racial equity and social justice program planning committee and appointed Councilmember Fred Shaw and Mayor Wade Nomura as the two council members to this committee.

Establish Open Space Management Advisory Board – September 14, 2020
The City Council adopted Resolution No. 6002, for the establishment of a new Carpinteria Open Space Advisory Board (replacing the Bluffs Management Advisory Board). This new board would advise the City on all City owned coastal open space and all the connecting public trails.

Home Occupation Permit Fee Reduction – September 14, 2020
The City Council adopted Resolution No. 6005, reducing the fee for a Home Occupation Permit until such time the City adopts a new master fee schedule, or staff returns with a recommendation regarding an appropriate permit fee, whichever is earlier.

Annual Report on efforts to assist people experiencing homelessness – September 14, 2020
The City Council received and filed report.

Update on Highway 101 and Linden-Casitas Pass Project – September 28, 2020
Regular presentation on the progress of the various infrastructure projects underway and completion milestones.

Design Services for the Carpinteria Rincon Bluffs Preserve – November 9, 2020
The City Council authorized a Professional Design Services agreement between the City and VanAtta Associates, Inc. for the Rincon Bluffs Preserve.

Consultant Services for a Racial Equity and Social Justice Program – November 23, 2020
The City Council authorized the City Manager to initiate contract negotiations for consultant services with National League of Cities' Racial Equity & Leadership group ("NLC REAL") and Just Communities Central Coast ("Just Communities") to assist the City in developing a racial equity and social justice program.

Conceptual Review of the Surfliner Inn Project (Joint Meeting) – November 30, 2020
This was a joint meeting with the City Council, the Planning Commission and the Architectural Review Board to review the conceptual plan for a Surfliner Inn at 499 Linden Avenue (Project No. 20-2034-CON). The City Council, Planning Commission and Architectural Review Board received public comment and provided conceptual review and comments on the subject hotel and public parking proposal

PLANNING COMMISSION

The Planning Commission reviewed various projects in 2020, the following are some examples.

Assisted Living Facility for Seniors – January 6, 2020
The Planning Commission approved the Conditional Use Permit, Lot Line Adjustment, and Coastal Development Permit, for the 50-unit Gran Vida Phase II project.

Rincon Trail Subsequent Mitigated Negative Declaration – January 6, 2020
The Planning Commission approved (4-1) to approve the final Subsequent Mitigated Negative Declaration for the Carpinteria Rincon Trail.

Four-Unit Multifamily Condominiums – February 3, 2020
The Planning Commission approved the Development Plan, Coastal Development Permit and Tentative Parcel Map for a new residential condominium project (Project 19-1996-DP/CDP/TPM).

Proposed Interim Sea Level Rise Guidance for Applicants – March 2, 2020
The Planning Commission voted to recommend the document be forwarded with comments.

New Public Skate Park – June 1, 2020
The Planning Commission approved (4-1) a project to construct a new 36,500 square foot public skate park, including new parking, picnic/plaza area, restrooms, site landscaping/hardscape, fencing, and lighting (19-2016-DP/CDP).

Carpinteria Avenue Bridge Replacement Project – June 1, 2020
The Planning Commission approved to re-authorize the project to replace the Carpinteria Avenue Bridge over the creek with a new free-span bridge and other improvements (Project 14-1719-CUP/CDP).

Apartment Conversion Ordinance – July 6, 2020
The Planning Commission approved (4-1) staff's report recommendations for the ownership conversion affecting apartments and conversion permits (Project 20-2047-ORD/LCPA). The ordinance would amend Chapter 14.74 of Title 14 of the Carpinteria Municipal Code that would establish revised standards for the submission and evaluation of projects that propose to convert apartments to condominiums, community apartment projects, stock cooperatives and/or cooperative apartments. The ordinance also includes tenant protection provisions for the existing apartment residents.

General Plan Elements and Implementation

This section of the Progress Report discusses specific projects and policies that demonstrate the implementation of the goals detailed in the General Plan.

LAND USE ELEMENT

The Land Use Element establishes the type and density of land uses and guides growth and development by presenting a plan that reflects the community's desire to maintain and enhance an enjoyable, balanced quality of life. This basic tenet is expressed in the community's goal:

> *To preserve the essential character of this small beach town, its family-oriented residential neighborhoods, its unique visual and natural resources and its open, rural surroundings, while enhancing recreational, cultural and economic opportunities for residents.*

Other goals include the following:

- *Adopt and amend as necessary a Sphere of Influence that serves to establish the basis for annexation of certain land contiguous to City limits;*
- *Create flexible land use and zoning standards for general commercial and industrial parcels that allow opportunities for residential use to expand, as determined appropriate by the City, in response to changing needs relative to the jobs/housing balance locally and in the region, and as incentive toward the development of affordable housing;*
- *Maintain availability of agriculture, coastal-dependent industry and visitor-serving commercial development including hotels/motels, restaurants and commercial recreation uses;*
- *Influence land use decision-making, use and development patterns in the unincorporated Carpinteria Valley to be supportive of the California Coastal Act and City objectives to preserve unique coastal resources by establishing open-field agricultural use as the predominant use in the unincorporated Valley;*
- *Preserve the small beach town character of the built environment of Carpinteria, encouraging compatible revitalization and avoiding sprawl development at the City's edge;*
- *Protect the natural environment within and surrounding Carpinteria; and*
- *Establish the basis for orderly, well-planned urban development while protecting coastal resources and providing for greater access and recreational opportunities for the public.*

Zoning Code and Land Use

The General Plan/Coastal Plan establishes land use designations throughout the community. The City's Land Use Map identifies specified land use areas, including Agriculture, Residential, Commercial, Industrial and Open Space/Recreation. As part of the City's effort to update its Zoning Code, vertical consistency between the Land Use Designations and zone districts will be established. This major work effort is in progress and involves a comprehensive restructuring of the City's Zoning Code.

The City's zoning standards allow residential use within commercial and industrial park zone districts, expanding opportunities for housing development. The Planning Division, through the development review process, continues to encourage mixed-use development, particularly in the downtown core.

Development Review

Decision-making bodies, such as the Architectural Review Board and the Planning Commission, rely on Land Use Element policies in the discretionary development review process. Carpinteria has maintained its charm and character over the years due to the strong community support for certain basic tenets of sound planning, articulated in the General Plan policies. The policies encourage growth that is appropriate to and respects the environmental resources that are integral to the quality of life for residents and the attractiveness of Carpinteria as a destination for visitors. The City has encouraged infill development and promotes the redevelopment of dilapidated housing with new residential development that maintains the small beach town character. The City reviews new development proposals to promote a balance in the commercial sector between retail and service needs, including those that serve residents as well as visitors. In this process, the Architectural Review Board and Planning Commission work cooperatively during planning review to ensure that the City's character is maintained while supporting economic vitality.

Implementation Examples

- Many homes and businesses were improved through remodels and additions. Of the projects evaluated by the Architectural Review Board, 23 were residential improvement projects and 14 were commercial/industrial projects.

- Various commercial and industrial vacancies became occupied and overall vacancy rate in the office/industrial area was low.

Coastal Act

The City's small size is a result, in part, of surrounding land use constraints that have limited its expansion. Local land use policies support the protection of coastal agriculture and the geographically distinct rural character of the Carpinteria Valley. These geographic and policy-protected areas prevent sprawl and constrain the City to 2.6 square miles of land. The Pacific

Ocean is to the south of the City, a mountain range and prime agricultural lands protected under the California Coastal Act are to the north, to the east is the County of Ventura and to the west are federally protected wetlands as well as Coastal Act protected agricultural lands located in the County of Santa Barbara. The Land Use Plan directs actions and guidelines for land use types, intensity of uses, coastal access, resource protection and other development policies necessary to implement the Coastal Act. Development proposed on agricultural and open space lands, like Caltrans' Linden Avenue and Casitas Pass Road Interchanges Project, are reviewed to ensure that impacts to agricultural and recreational lands are either avoided or reduced to the maximum extent feasible.

Coastal and Agricultural Resources

The City has identified ways to achieve the objective of preserving its coastal and agricultural resources, such as by advocating for a greenbelt of open space surrounding the City that includes undeveloped land and open-field agriculture. This effort is further supported by Coastal Act policies that limit conversion of lands with prime agricultural soil to development.

Implementation Examples

- Carpinteria strives to participate with the County of Santa Barbara in the land use planning process and review of development projects within the Carpinteria Valley. Likewise, the City provides notification to the County when development is proposed adjacent to the City's boundaries. This same process applies to local special districts whose district boundaries include both incorporated and unincorporated lands in the Carpinteria Valley.

Jobs and Housing Needs

The City strives to balance jobs and housing while also promoting the well-established agricultural production in the Carpinteria Valley, coastal dependent industries and commercial development that serves visitors. All development within the Visitor Serving Commercial Overlay District is reviewed to ensure that visitor needs are being met, while still meeting the needs of local residents.

Implementation Examples

- The City works closely with affordable housing developers, such as Peoples' Self-Help Housing and Habitat for Humanity, to support and encourage the development of apartments affordable to low and very-low income earners. These efforts serve to maintain the availability of agricultural, residential and visitor-serving commercial development in the City and ensure that there is adequate housing available for those who work in these industries.

Sphere of Influence

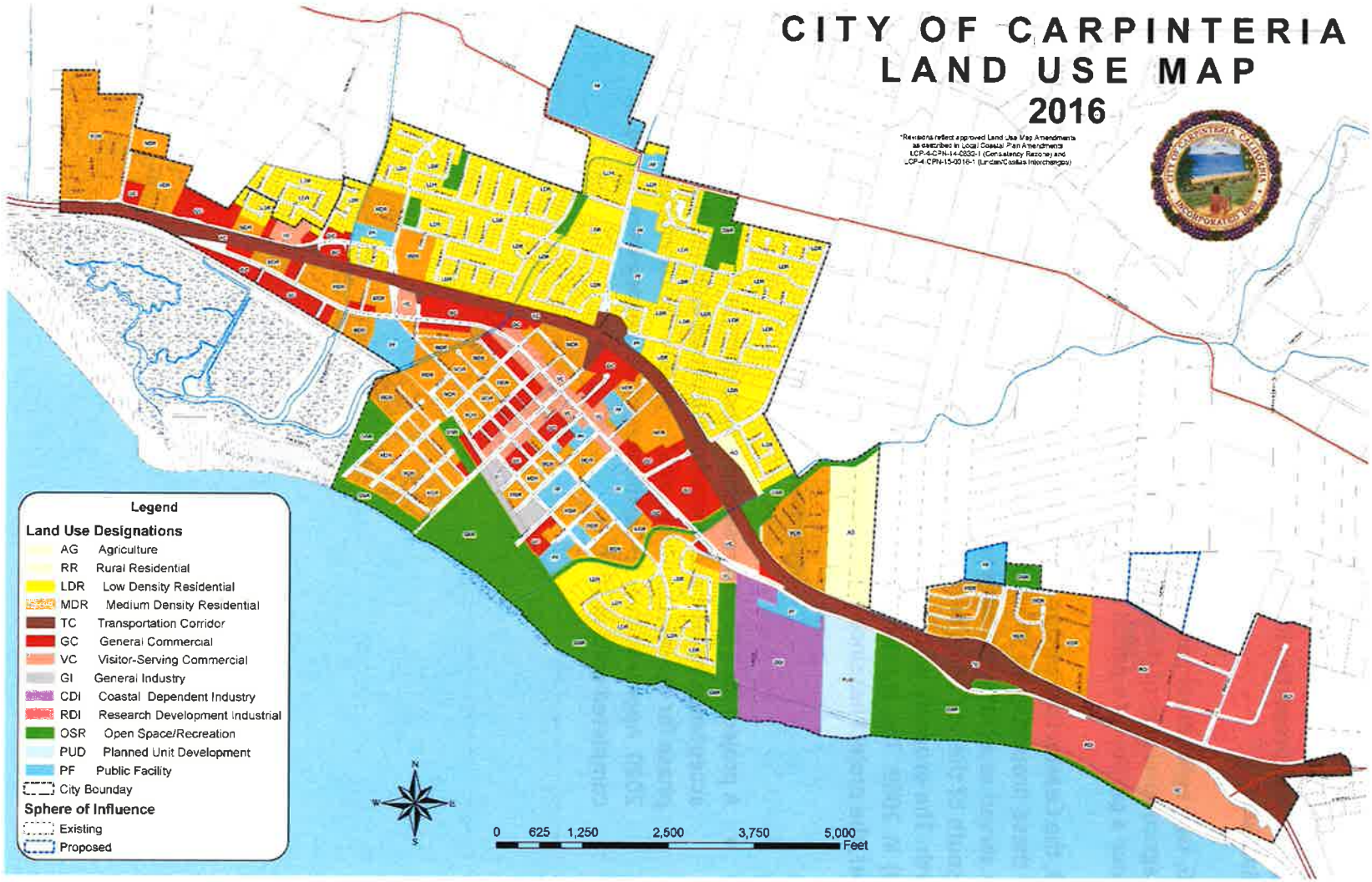
Carpinteria identified Sphere of Influence adjustments in 2003, approved by the Coastal Commission, to incorporate urbanized land contiguous to City boundaries rather than the more rural agricultural properties located within the adjacent unincorporated areas of the County of Santa Barbara.

In 2015, two agricultural parcels were removed from the City's Sphere of Influence to protect future agricultural uses of the sites. In addition, a correction was made to the Sphere of Influence to remove a portion of a parcel which was believed to have been included in error.

In 2009, the Coastal Commission certified an amendment to the Local Coastal Program to rezone one of these properties to allow the development of 34 condominiums on Cravens Lane. The project served as a transition between more urbanized residential development within the City to the south of the site and a more rural area within the County of Santa Barbara jurisdiction to the north. The property was annexed into the City by the Local Agency Formation Commission (LAFCO) in 2009. The entitlements for the 34 condominium development ultimately expired, however, the project has since been resubmitted.

Implementation Examples

- A project for a 31-unit residential development received final map acceptance in 2018 and started construction in 2019. The application phase for the select number of affordable units concluded in November 2020. Approximately 19 Certificates of Occupancy were issued for completed units in 2020.


CITY OF CARPINTERIA
LAND USE MAP
2016
*Revisions reflect approved Land Use Map Amendments as described in Local Coastal Plan Amendments LCP-4-CPN-14-0832-1 (Consistency Rezone) and LCP-4-CPN-15-0016-1 (Linden/Casitas Interchange)
Legend
Land Use Designations
AG Agriculture
RR Rural Residential
LDR Low Density Residential
MDR Medium Density Residential
TC Transportation Corridor
GC General Commercial
VC Visitor-Serving Commercial
GI General Industry
CDI Coastal Dependent Industry
RDI Research Development Industrial
OSR Open Space/Recreation
PUD Planned Unit Development
PF Public Facility
City Boundary
Sphere of Influence
Existing
Proposed
N
W
E
S
0 625 1,250 2,500 3,750 5,000
Feet

COMMUNITY DESIGN ELEMENT

The Community Design Element identifies key design characteristics of the community and establishes objectives and policies to guide future development in a manner consistent. The Community Design Element includes both overarching policies that apply citywide as well as policies that apply to specific subareas of the City.

Design Review

Carpinteria desires to preserve, continue and enhance dominant neighborhood and district development patterns, especially those reflecting the unique character of the City, including protecting scenic and visual qualities of mountain and coastal areas. Community Design objectives and policies are implemented through Specific Plans or similar documents based on the identified neighborhood, district and corridor design subareas. Input in the development review process from the Architectural Review Board (ARB) is essential to the implementation of these Community Design policies. Through its design review process, the City's ARB ensures that proposed projects maintain and continue dominant neighborhood and district development patterns. This body reviews size, bulk, height and style of new development to ensure it is appropriate to the site and its surroundings. In certain areas, Carpinteria encourages architectural designs based on historic regional buildings, such as within the downtown and old town neighborhoods.

Implementation Examples

- Various projects underwent conceptual review during the year, considered by either the City Council, Planning Commission or Architectural Review Board or some combination of these bodies. With the use of concepts outlined in the Community Design Element, the City encouraged design and development consistent with the design standards in the General Plan.
- Development Review Ad Hoc Committee: The City Council created a new ad hoc committee in 2019 to make recommendations to the Planning Commission and City Council on a strategy, tasks, and a schedule for creating polices and regulations capable of reducing uncertainty and contradictory outcomes as a part of the City's development review decision-making process. It is envisioned that the Committee's recommendation to the Commission and Council could include new form-based codes and zoning overlays in addition to recommending modifications to the City's Neighborhood Design Guidelines.

Residential Areas/Neighborhoods

The streets of neighborhood interiors should be designed as the "living rooms" of the neighborhood, where children and adults can safely play or walk. The design and details of the streets, frontages and buildings should support this objective. Carpinteria's permit review process is used to ensure that new development maintains those traditional elements of design and detail that promote safe, attractive neighborhoods. For example, sidewalks, crosswalks and landscaping are incorporated into project design to ensure that streets are pedestrian friendly.

Implementation Examples

- Various residential remodels and additions were approved during the year, making use of improvements to home entries, landscaping and improved materials for driveways and paved areas.
- Staff has continued efforts to encourage low open fences, short hedges or decorative landscape plantings along front property lines to ensure friendly and attractive design along street frontages.

Commercial, Office, Industrial and Mixed Use Areas

The City seeks to enhance and maintain the architectural quality and character of the City's downtown core, commercial core, office area and the industrial research park districts, particularly through the ARB process. The City recommends that retail and commercial uses have large transparent storefront windows for display of merchandise to pedestrians, that loading and trash facilities are located where they are screened from view, that building signage conforms to the City's sign ordinance and encourages courtyard housing types as an alternative to apartment blocks or more massive buildings within mixed-use districts.

Implementation Examples

- Various commercial improvement projects were approved and constructed during the year in existing commercial locations in the downtown and surrounding commercial and industrial districts.

Frontage Design

"Frontage" is where private parcels and the public right-of-way meet and is a critical element of community design that establishes the character of each street, neighborhood and district. The City seeks to maintain areas with attractive frontage design.

Implementation Examples

- New development proposals are carefully reviewed to maintain and enhance the quality of Carpinteria's streetscape.

Corridors

Major corridors both separate and connect neighborhoods and districts, and provide long-range views of the city. These are: Highway 101, the Carpinteria Creek corridor, and Linden Avenue. The City encourages and facilitates pedestrian and bicycle pathways and ensures that streets enhance the established city framework and design.

Implementation Examples

- Various long-range corridor projects are under development and are discussed in further detail throughout this report, including the following projects:

    - Carpinteria Coastal Vista Trail: The Parks and Recreation Department continues efforts to realize completion a City-wide hiking/biking trail system that would connect Rincon County Beach, Carpinteria's Bluffs Nature Preserve, Carpinteria State Beach Park, and the City's Salt Marsh Park to Santa Claus Lane. The City envisions this project would improve coastal access and result in significant bike and pedestrian improvements.

    - Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension Project: The Linden Casitas will enhance pedestrian and bicycle access throughout the City by providing new and/or expanded sidewalk and bike lanes for bridges crossing the U.S. 101 and the Carpinteria Creek. Construction was completed this year. The landscaping phase is in-progress.

    - South Coast Highway 101 HOV Lanes: Staff presented the proposal to the ARB for Final Review in October of 2019 and the Planning Commission approved the Conditional Use Permit and Coastal Development Permit in April of 2019. Construction began in March of 2020. The Reynolds Avenue-Carpinteria Avenue Intersection and the Linden Avenue on/off ramps were completed this year. Construction of Franklin Creek and Santa Monica Creek bridges, sound walls, drainage, and freeway pavement are in progress.

    - Carpinteria Avenue Bridge Replacement Project: This project would provide for much needed safety and accessibility improvements for this critical vehicular and pedestrian overpass. Construction start date is slated for next year.

Public Spaces

According to the Community Design Element, existing public spaces should be maintained and new spaces should be incorporated into neighborhoods and districts as an important aspect of their design. The City's goal is to maintain the highest standards of accessibility and safety while achieving an attractive and functional design that stimulates economic vitality and a vibrant downtown atmosphere.

This element encourages development that fits into the area's natural and introduced landscape, deferring to open spaces, existing natural features and native and sensitive habitats. It encourages lighting of new development that is sensitive to the character and natural resources of the City and minimizes photo-pollution to the maximum extent feasible. The Community Design Element also aims to protect and preserve natural resources by reducing energy consumption.

Implementation Examples

- The Parks and Recreation Department continues to maintain, develop and plan for new and/improved open spaces and trails. These projects, improvements and new trail connections contribute significantly to the creation of new public spaces.

- The City maintains guidelines for tables, chairs, landscaping, signs, etc. in the public right-of-way on Linden Avenue in the downtown core. The Downtown Encroachment Guidelines assist business owners in establishing attractive and safe features that benefit both the downtown business community and the residents and visitors who enjoy those public spaces.

- The City established a new temporary encroachment and use permit program to allow business use of street rights-of-way and private parking/common areas for outdoor activities in response to COVID-19 pandemic.

- Through the Economic Vitality Program, staff representatives work with the local business community to promote community events and activities in the public spaces throughout the Downtown "T" district. During the COVID-19 pandemic the City supported local businesses in a variety of ways to help mitigate economic impacts.

- Within the ARB development review process, the Board reviews and utilizes photometric light studies to determine appropriate lighting levels for new exterior lighting. The minimum amount of lighting that is necessary to achieve safety is used in order to reduce photo-pollution and building plans are checked to ensure that lighting is directed downward to preserve night skies.

- The City addresses complaints regarding excessive lighting and photo-pollution on private property. Staff has worked with several property owners this year to reduce lighting or install hooded fixtures to reduce offsite light pollution.

- The City applies the California Building Code that requires and encourages energy savings through specific construction and landscaping techniques that allow for conservation of natural gas, electricity and water.

- The City's Parks and Recreation Department is continually retrofitting lighting fixtures at public facilities, parks and public areas with energy-efficient and night-sky friendly LED bulbs.

- The City has worked to implement the objective of resource conservation by using recycled tires in asphalt paving, reusing old crushed asphalt to make base material and reducing the amount of material used by taking off a single layer of old pavement then reusing that layer rather than removing and hauling the entire pavement to the landfill.

Community Design Subareas

In addition to the design objectives outlined above, the City of Carpinteria seeks to ensure that the existing unique qualities and characteristics of the City's neighborhoods and districts are enhanced through the preservation of delineated subareas, each possessing special design qualities. The City has six subareas, each with its own specific design criteria reflecting unique qualities of that neighborhood. These six subareas are:

Subarea 1. Downtown Beach Neighborhood
Subarea 2. The Downtown and Old Town
Subarea 2A. The Downtown Core District
Subarea 3. Santa Monica, Canalino and El Carro Neighborhoods
Subarea 4. The Northeast
Subarea 5. Concha Loma Neighborhood
Subarea 6. The Bluffs (Areas 0, I, II and III)

On every project that is reviewed, City decision makers apply the unique community design standards applicable to each of these subareas. The Architectural Review Board, Community Development Department staff and Planning Commission consider these design standards in their review of projects on a case-by-case basis.

Implementation Examples

- The City adopted Beach Neighborhood Design Guidelines in 2012, and Concha Loma Neighborhood Design Guidelines in 2014 establishing standards to guide future development in these neighborhoods.

- Efforts continue to realize new Downtown Design Guidelines and updates to the Residential Design Guidelines, including the Concha Loma neighborhood.

CIRCULATION ELEMENT

The Circulation Element describes the existing transportation network and how future transportation needs can be accommodated. Provisions for the use of alternative modes of transportation, including bicycle and pedestrian circulation, are also included in the Circulation Element. The purpose of this element is to designate an efficient system of streets and highways that will provide adequate linkages between land uses in the City. It serves to complement the Land Use Element by contributing to the achievement of the economic, physical and social goals of the community. The Circulation Element implements coastal access policies as required by the City's Local Coastal Program.

US 101, State Routes & Freeway Interchanges

The City of Carpinteria seeks to improve the community's ability to access U.S. 101 and areas north of the freeway through the improvement of interchanges. City of Carpinteria staff meets with Caltrans staff regularly to discuss local projects related to Highway 101 and their effect on the local road system. The City has coordinated with Caltrans and the Santa Barbara County Association of Governments (SBCAG) on several projects to improve freeway accessibility and circulation throughout the community.

Implementation Examples

- Caltrans continues to make progress on various US 101 improvement projects, including various bridge replacements.
- Linden Avenue and Casitas Pass Road Interchanges Project: The Linden Casitas project began construction in 2016 and will enhance pedestrian and bicycle access throughout the City by providing new and/or expanded sidewalk and

bike lanes for bridges crossing U.S. 101 and Carpinteria Creek. The Via Real and U.S. 101 bridges over Carpinteria Creek were completed in late 2018. Stage two of the Casitas Pass Road and Linden Avenue overpasses and off ramps were completed in 2019 together with several sound walls and the Ogan Road and Linden Avenue roundabout. Construction was completed this year. The landscaping phase is in-progress.

- South Coast Highway 101 HOV Lanes: Construction was initiated in May of 2020 and both the Reynolds Avenue-Carpinteria Avenue intersection and the Linden Avenue on/off ramps have been completed to date. Construction of Franklin Creek and Santa Monica Creek bridges, sound walls, drainage, and freeway pavement are in progress. Previously, the Conditional Use Permit and Coastal Development Permit was approved by the Planning Commission and Architectural Review Board in 2019. This project will implement various policies concerning improved circulation, air quality and noise. For example, the project would include a new traffic signal will be installed at the Santa Monica/Via Real intersection among many other improvements.

Arterial, Collector and Local Streets

Carpinteria aims to provide a balanced transportation network with consistent designations and standards for roadways that will provide for the safe and efficient movement of goods and people through the community. With new development, the City works to improve circulation and enhance safe and efficient traffic patterns.

Implementation Examples

- Carpinteria Avenue Bridge Replacement Project: This project was approved in 2016. All the acquisition of the required right-of-way for construction on adjacent properties was completed in 2018. In 2019, all utility agreements were completed and the Architectural Review Board recommended approval for the Conditional Use Permit and Coastal Development Permit. Federal aid Highway Bridge Program funds will go towards construction of the project. Start of construction is estimated for the fall of 2021.

- Pavement Maintenance: Street maintenance projects are an ongoing effort for Public Works through their Pavement Management Program, which is used to establish baselines and improvement strategies to repair and replace aging street infrastructure over time. As part of this program, the Department conducts city-wide inspections and maintenance analysis. Pavement maintenance and rehabilitation capital improvement projects have been well underway, after being deferred due to the Thomas Fire and debris flow

incidents. A multi-year Pavement Management Map was completed in 2020 and posted on the website for public access. The map shows existing pavement condition, proposed treatment, and treatment schedule for each street. The 2020 pavement rehabilitation project was completed in August 2020.

- Street Tree Management Plan and Special Condition Streets Management Plan: Drafts of updated plans were presented to the Tree Advisory Board in October of 2020.

- Parking Management Plan: A parking inventory, completed in 2019, included field data collection of on- and off-street parking inventory including parking rates, time restrictions, and number of spaces. The draft plan was posted in the fall of 2020.

- Through its contract for law enforcement services with the Santa Barbara County Sheriff's Department, renewed in 2019, the City conducts traffic safety operations, in particular, at locations where public safety issues related to speeding and other vehicle code violations have been identified.

Alternative Modes of Transportation

The City supports various forms of alternative transportation, including bike, bus, van-pool, and train, to serve the wide variety of needs of both residents and visitors. The City aims to encourage and develop safe, direct and well maintained bicycle and pedestrian systems that serve all segments of the public and serve to connect residential areas, schools, parks and shopping areas. The City strives to provide safe mobility for those with access and functional needs through the design of street improvements and public facilities, provide continuous sidewalks in priority locations for safe pedestrian circulation and promote alternative transportation.

Implementation Examples

- The City subsidizes the local electric shuttle service, which provides inexpensive bus service within the core of the City.

- The City also supports the MTD and Coastal Express Bus services which connect with neighboring Santa Barbara and Ventura areas, supporting work force commuters and tourist traffic.

- Paratransit services, like HELP, Easy-Lift, are provided to aid community members with access and functional needs. Circulation Element policies are implemented through these services that provide alternatives to traditional automobile transportation. These forms of alternative transportation also improve access to coastal resources like local beaches and City parks.

- The City continues planning efforts to complete the Alternative Transportation Plan, which would guide and influence bikeway and pedestrian policies and programs to make the bicycling and walking experience for residents and visitors safe, convenient and enjoyable.

- LOSSAN Rail Corridor Agency Grant – The Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency was awarded a grant to pursue various improvements. Locally, a commuter rail station would be improved to include double tracking to allow for trains to pass, a new platform on the south side of the tracks, a railroad undercrossing, and the establishment of key pedestrian linkages. One of the pedestrian routes includes a connection from Fifth Street to Carpinteria Avenue, including a walking bridge over Franklin Creek.

OPEN SPACE, RECREATION & CONSERVATION ELEMENT

This combined element describes the community open space, recreation and natural resources that the City manages. This includes natural open space areas, outdoor recreation areas, water habitats, plant and animal life, agricultural land, scenic and cultural resources, and management of open space for public health and safety. Carpinteria has a variety of natural resources that have local, regional and statewide significance such as wetlands, riparian areas, coastal bluffs, beaches and tidal areas.

The City's policies support the preservation and conservation of environmental resources to maintain the quality of the environment and the character of the community. The City has adopted policies that provide for clean air, water and soil; adequate protection of plant and wildlife habitats; maintenance of visual resources; and preservation and enhancement of special resources including beaches, recreation areas, trails, marshland, creekways, habitat areas and agriculture. The Open Space, Recreation, and Conservation Element implements various components of the Local Coastal Program, including coastal access and resource protection.

Environmentally Sensitive Habitat

The City's Land Use Map designates environmentally sensitive habitat areas within and surrounding Carpinteria. These natural areas are often protected as open space and/or recreation zones, include the bluffs, wetlands, salt marsh, beaches, tidelands, subtidal reefs, harbor seal rookery and haulouts, creekways and riparian habitats, native plan communities, and butterfly habitat. The City's Parks and Recreation Department is continually involved in seeking ways to enhance and protect Environmentally Sensitive Habitat.

Implementation Examples

- Bluffs III Acquisition: The City is working with the Land Trust of Santa Barbara County to create a Conservation Easement and Endowment agreement to facilitate transfer of the property to the City. The agreement will be approved as a part of the City's open space system. Grant fund requests were made in 2019. The City Council approved the acquisition November 2019. Escrow opened for the acquisition and is expected to close at the end of February 2020.

- Through protection of local creek resources and improvements to infrastructure, like creek crossings and bridges, along with efforts of other local agencies like the Carpinteria Creek Watershed Coalition, the County's Agricultural Commissioner, and many volunteer organizations, the City has implemented both habitat protections and improved public access to areas of natural priority. These efforts support the policies and goals of the General Plan and Local Coastal Program.

- The Santa Barbara County Agricultural Commissioner's office continues to monitor Carpinteria Creek for resprouts of *Arundo donax*. Each fall, the County staff survey Carpinteria Creek and complete spot treatments as necessary to discourage the re-colonization of *Arundo donax*. The Coalition members share the long-term goals of protecting and restoring habitat, improving water quality, providing public education, providing public access to the creek (where appropriate) and restoring steelhead trout to the watershed. The Carpinteria Creek Watershed Management Plan provides a framework for implementing various projects to achieve the Coalition's goals. A number of restoration projects along Carpinteria Creek have been accomplished over the past few years as a result of this group's efforts.

- The City also works closely with the Carpinteria Valley Water District to implement water policies deemed appropriate and necessary by the District.

- The City is continually looking for opportunities to acquire undeveloped property within or adjacent to Carpinteria Creek. In doing so, Carpinteria can preserve important riparian habitat, reduce urban runoff into the creek and maintain an undeveloped riparian corridor for aesthetic and wildlife movement purposes, as well as for contributing to ocean water quality.

Primary Resources

This section of the element addresses the following resources: general soil and farmland, water, South Central Coast Air Basin, mineral and visual resources. The City of Carpinteria encourages and promotes open-field agriculture as an independent, viable industry aimed at meeting the needs of present and future populations and to preserve the Carpinteria Valley's rural, open space character. Carpinteria seeks to conserve all water resources, and protect the quality of water.

Implementation Examples

- Water Quality Monitoring: The City continues to conduct water quality monitoring in partnership with the cities of Goleta, Buellton, and Solvang and the County of Santa Barbara. All monitoring was done in accordance with the Phase II MS4 Permit 3030(d) Monitoring Plan, approved by the Central Coast Regional Water Quality Control Board. The annual final report was submitted to the State Water Board in June of 2020.
- The City continued cooperative work with the Water and Sanitary Districts toward developing a recycled (potable) water project to serve the Carpinteria Valley.
- The City initiated a collaborative process with the Carpinteria Valley Water District to establish a Sustainable Groundwater Management Plan and entity for the Carpinteria Valley (pursuant to state law).
- In reviewing the Caltrans proposal to reconstruct the Casitas Pass Road interchange and extend Via Real, the City has been working diligently to ensure that impacts to agriculture are minimized such that the open space character is not entirely lost even when major infrastructure projects are needed to improve circulation and traffic flow in the City.

  For example, the City required the dedication of remnant Avocado Orchard, adjacent to the Casitas Pass Road interchange, for agricultural preservation, agricultural educational facility, and required fee for support of a community farm.
- The City continues to support, via a special event permit, local farmers at the weekly farmers' market held in downtown Carpinteria.
- The City continues to work on the Illicit Discharge Detection and Elimination Program, tracking and abating discharges. As part of this, the City partnered with the County of Santa Barbara and City of Goleta to develop a water quality monitoring plan.
- The annual Santa Barbara County Creek Week, which typically includes a variety of City-affiliated events organized a month long virtual event to meet COVID-19 safety protocols. Safe neighborhood clean ups were also organized.

- The City regularly updates a guidance document, approved by the State Water Board, to comply with the Phase II MS4 Permit. This document incorporates elements required by the Phase II permit, including measurable goals for requirements, such as enhanced monitoring programs. To comply with the requirements of the Phase II Permit, the City adopted a Watershed Management Ordinance in July of 2014. This ordinance covers discharges, construction and post-construction runoff controls, legal authority to enforce requirements, and other elements that are required by the State Water Resources Control Board.
- The City's Public Works Department continues to review ongoing implementation measures related to the post-construction runoff control requirements that were adopted by the Central Coast Regional Water Quality Control Board (CCRWQCB). The requirements govern stormwater management practices for all new construction and redevelopment in the City.

Other Resources

This section of the element reviews Parks and Recreation, open space, recreational facilities, trails and coastal access, culturally significant locations and state landmarks. There are several types of recreation-oriented open spaces, including areas that are located in and maintained by the City, private entities and state or county agencies. The City wishes to maintain the existing trail system and to also provide additional recreation and access opportunities by expanding the trail system. To meet the needs of the community and visitors, Carpinteria desires to provide adequate park and recreation facilities.

Implementation Examples

- The City operates approximately 100 acres of parkland. Each park is unique, but most offer some visitor amenities such as picnic facilities, restrooms, ball fields or children's play structures.
- Carpinteria Coastal Vista Trail: The Parks and Recreation Department continues efforts to realize completion of a Coastal Vista Trail, a City-wide hiking/biking trail system. The long-term goal is a trail connection for walking or biking from Rincon County Beach through Carpinteria's Bluffs Nature Preserve, the Carpinteria State Beach Park, and the City's Salt Marsh Park, through to Santa Claus Lane. The City envisions that a network of trails that would connect northern beaches to the town, improve coastal access and result in significant bike and pedestrian improvements. The Coastal Vista Trail

project is dependent on several key linkages in development and detailed below.

- Carpinteria Rincon Trail Reach: This trail would connect easterly Carpinteria Avenue and the Carpinteria Bluffs with Rincon County Park. In 2016, the project was granted a license to construct a bridge over the railroad tracks. The project was also awarded funding by the California Transportation Commission for construction. The Subsequent Mitigated Negative Declaration was accepted and certified by the Planning Commission in January of 2020. The Petition for Modification was submitted to the California Public Utilities Commission in July of 2020. Preparation of the Focus Environmental Impact Report is in progress.

- Bluffs II: A public trail easement across the property, known as Bluffs II, was purchased. This component will provide a vital missing trail link for the Carpinteria Coastal Vista Trail. A concept plan for the trail was developed in 2019. The Coastal Development Permit is expected to be submitted for review in 2021.

- Bluffs III (Rincon Bluffs Preserve): The City is working with the Land Trust of Santa Barbara County to create a Conservation Easement and Endowment agreement to facilitate the transfer of the property to the City. The agreement will be approved as a part of the City's open spaces system. In 2019, grant fund requests were made. The City Council approved the acquisition in November 2019. Escrow opened for the acquisition and closed at the end of March 2020.

- Fifth Street to Carpinteria Avenue: The Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency was awarded a grant to pursue various improvements. Locally, a commuter rail station would be improved to include double tracking to allow for trains to pass, a new platform on the south side of the tracks, a railroad undercrossing, and the establishment of key pedestrian linkages. One of the pedestrian routes includes a connection from Fifth Street to Carpinteria Avenue, including a walking bridge over Franklin Creek.

- Santa Claus Lane Trail: Efforts continue to realize the Santa Claus Lane Trail, which would link westerly Carpinteria Avenue to Santa Claus Lane in unincorporated Santa Barbara County. The project has been incorporated into the freeway widening project and the Rincon Trail project. The freeway winding project was submitted for City review/approval in 2018. The Initial Study and Mitigated Negative

Declaration was certified in 2020. The overall completion horizon is estimated to be 2021.

- Heath Ranch Park and Playground: Trees in the park were safety pruned in November of 2018. A concept replacement play structure was selected in 2019 and a construction contract would be pursued next.

- Monte Vista Park and Playground: A concept replacement play structure was selected in 2019 and a construction contract would be pursued next.

- Skate Park Planning: The design of the skate park has been completed and a Development Plan and Coastal Development Permit was approved in June of 2020.

- Dog Park Project: Staff published a Dog Park Feasibility Study that concluded the 2.4-acre Lagunitas property may be a viable site and that a shared use park El Carro could be considered. The City completed the acceptance of the offer to dedicate the Lagunitas park property. Concept designs have been prepared. An unfenced off-leash area in El Carro Park has been established as a pilot program.

- Community Farm Project: Staff developed a concept plan for the Whitney property and has begun to work on the fence system. The property is expected to be conveyed to the City next year. A neighborhood meeting was held to receive feedback on the fence system

- Historical Marker Park (La Concha Park): A concept design for a park at this location has been prepared. Efforts are not focused on coordinating a public meeting on the concept plan.

- Linden Beach Plaza and Lifeguard Tower: Concept plans have been prepared to improve coastal access. The development of this project is in coordination with the State Park Staff.

- The Parks and Recreation Department continues to conduct a variety of pool and ocean recreation programs for youth and adults. Due to various public health orders in response to the COVID-19 pandemic, services have been adapted to comply with safety protocols.

- Ongoing use of the City's fields for adult and youth soccer, softball and baseball remains in high demand as these activities are very important to the local and visiting community. Due to various public health orders in response to the COVID-19 pandemic, availability of the fields for group activities was limited.

SAFETY ELEMENT

The Safety Element contains a description of those natural and human-induced environmental effects that may constitute risk to the public. City policies minimize the potential risks and reduce the loss of life, property and the economic and social dislocations resulting from natural hazards. The Element identifies several issues related to natural hazards including seismically induced hazards, slope stability hazards, soil hazards, flood hazards, fire hazards and hazardous materials. Through the development review and environmental review process, the City ensures that development meets the standards set forth in the Safety Element.

Emergency Preparedness

The City of Carpinteria plans and administers preparedness and response programming for all types of human-made and natural disasters that may occur within the City and surrounding areas. City staff actively serve on county-wide committees that facilitate the coordination of disaster planning and response efforts, maintain and update City-wide emergency plans, conduct disaster preparedness and response trainings and exercises for City staff and residents, and participate in other activities that enhance the City's and residents' ability to prepare and respond to disasters and emergencies.

Implementation Examples

- The City's Multi-jurisdiction Hazard Mitigation Plan is currently being updated. Working through a grant from FEMA, mapping specific to Carpinteria will be incorporated into the updated plan.
- The City has an Emergency Operations Plan (EOP), which includes the Standardized Emergency Management System (SEMS) and multi-hazard function plan.
- City staff actively monitors and updates these local emergency plans.
- City staff are trained in National Incident Management System (NIMS), which was integrated into the City's EOP. This training included online learning programs, classroom sessions with experts in emergency management and response.
- The City has an emergency notification and reporting guide and an EOC Activation Handbook for employees. Staff is kept informed of EOC activation procedures and emergency preparedness expectations for their homes and families. In 2020, staff training addressed new COVID-19 safety protocols.

- The City continues to leverage an emergency preparedness grant received from the Orfalea Fund's "Aware & Prepare Initiative," which has supported a public education and awareness campaign called "Don't Panic! Prepare". Through this program, the City has reached thousands of residents since 2010 with emergency preparedness information and starter emergency supply kits. The "Don't Panic! Prepare!" Program has since been incorporated into the *Aware and Prepare Community Disaster Education* program. The program has been adopted by the State and virtual outreach is scheduled for 2021.

- Community Emergency Response Team (CERT): All community training classes were canceled due to the COVID-19 pandemic. The Santa Barbara County CERT Collaborative is working on adjusting the curriculum to offer virtual courses for 2021.

- The City worked with the Public Works Department and the County Office of Emergency Management to identify radio communication needs during an emergency. As a result, the City participated in a radio exercise with Santa Barbara County Office of Emergency Management (SBC OEM) and the Amateur Radio Emergency Service (ARES) radio group in August of 2017. After the exercise, two issue were identified – there is a lack of trained radio participants across the county, and equipment, specifically antennas, need to be updated. SBC OEM is working to address these issues.

- Communications: The City has contracted with Two Trumpets, a local marketing company, to assist with a social media program. The City now has a presence on Next Door, Twitter, and Facebook, and a new e-newsletter, increasing communication channels with the community. These enhanced modes of communication played a vital role in keeping the community updated on the latest health orders and protectives measures.

- Disaster Feeding Plan: The City participated on the development committee for a county-wide Disaster Feeding Plan with the Santa Barbara County Food Bank. The plan was completed in 2019 and was activated in 2020. The City started weekly traffic management support at the food distribution sites.

Seismically-Induced Hazards

The City strives to minimize the potential risks and reduce the loss of life, property and the economic and social dislocations resulting from fault surface rupture, from ground shaking due to an earthquake along a fault, from seismically-induced liquefaction and from seismically-induced tsunamis. The Building & Safety Department ensures that new construction or retrofit projects are done to meet current safety requirements and that the necessary geotechnical studies are conducted when appropriate.

Implementation Examples

- Vulnerable Building Assessment and Policy: The Building and Safety Department has identified potential vulnerable "soft story" buildings in the City. Staff prepared a draft ordinance for the City Council's consideration at a public hearing. Property owners with buildings identified as potentially being "soft story" were notified of the public hearing. Various public outreach presentations have been scheduled. This effort was put on hold during the COVID-19 pandemic, however, is expected to resume in 2021.

Flood Hazards

Carpinteria desires to minimize the potential risks and reduce the loss of life, property and the economic and social dislocations resulting from flooding. Due to the unique topographic features of the Carpinteria Valley, flooding risks exist in the beach neighborhood and creek-adjacent areas. In 2008, the City submitted a detailed flooding study to FEMA for formal review and issuance of a Letter of Map Revision (LOMR) to address discrepancies in the 2005 FEMA map. An updated FIRM map was published in 2009 and a map revision was issued in 2016 related to the Carpinteria Creek. In 2018, the Federal Emergency Management Administration (FEMA) released updated flood maps depicting the 100-year flood plain and the Flood Insurance Rate Map (FIRM). This updated map clarifies what properties are in the flood zone and are therefore required to obtain flood insurance and comply with minimum finish floor elevations to avoid flooding impacts to new development. Through the permit review process, development has been required to meet minimum standards that meet or exceed anticipated flood levels to reduce risk and potential loss of life and structure due to flood hazards. The City continues to work with FEMA to ensure the FIRMs are updated and accurate.

Implementation Examples

- The City began work on a comprehensive General/Coastal Plan update in 2015 that will address climate change/sea level rise adaptation and resiliency strategies for our low-lying beach neighborhoods. The City secured a $150,000 grant in 2017 from the Coastal Commission to assist with the preparation of policies addressing climate change/seal level rise.

- Prior to the initiation of the General/Coastal Plan update, the Community Development had begun to strategize planning efforts for impacts of climate change, rising sea levels and climate related flood risks. In 2013, an administrative draft Scoping Document was produced by Master's student Jean Long of Cal Poly San Luis Obispo. A Climate Change Adaptation Policy was scoped as part of the Sustainability Policy which will take into consideration the adaptation strategies outlined in the Scoping Document. In 2014 the Sustainability Policy was adopted by the City Council.

- Staff continues to work with the California Sea Grant, University of California, Coastal Conservancy, and state and local agencies to better understand the local impacts of climate change and discuss options for coastal communities to adapt. [Santa Barbara Area Coastal Ecosystem Vulnerability Assessment (SBA CEVA)].

- Sea Level Rise Vulnerability Assessment and Adaptation Plan: This plan has been completed and would continue to be updated on a five-year cycle.

- Interim Sea Level Rise Guidance: A document was developed to provide applicants guidance for project in areas identified to be potentially affected by sea level rise.

NOISE ELEMENT

Carpinteria is affected by several different sources of noise, including automobile and rail traffic, agricultural and industrial activity, ocean waves and wind, and periodic nuisances such as construction, loud parties or other events. The Noise Element identifies these sources and provides goals and policies that ensure that noise from these sources does not create an unacceptable noise environment. The City believes that controlling noise sources can substantially improve the quality of life for residents as well as visitors to the City.

A main goal of the Noise Element is that the City will minimize noise impacts of Highway 101 traffic on residential and other sensitive land uses. To achieve this goal, the City requires that proposed development along the Highway 101 corridor incorporate noise attenuation features to ensure that new development will not be significantly impacted by traffic noise. This is done through the preparation of a site-specific noise study which typically provides recommendations for construction techniques that will mitigate noise impacts for development near Highway 101. When reviewing proposals for highway improvements such as the High Occupancy Vehicle Lanes proposed by Caltrans, noise studies are used to develop mitigation measures to ensure that new traffic patterns or increased traffic volumes will not significantly affect nearby residents.

Implementation Examples

- In the review of a freeway project to add a High Occupancy Vehicle (HOV) lanes from Mussel Shoals in Ventura County to just north of the Bailard Avenue Interchange, residents along Via Real were given the opportunity to vote on whether sound walls should be constructed to minimize noise from the new lanes. Given the importance of ocean views from these residences and the relatively minor increase in noise anticipated from the project, property owners opted not to have walls built and instead suggested that other methods such as noise-reducing pavement material be used to address noise impacts.

- The City attempts to minimize the adverse effects of traffic-generated noise from City streets on residential and other sensitive land uses. To implement this objective, when feasible, the Public Works Department replaces worn or deteriorating asphalt roads with rubberized asphalt to reduce street noise from vehicle traffic.

- The City seeks to minimize noise spillover from industrial operations into adjacent residential neighborhoods and other sensitive uses. Through the development review process, the City analyzes the location of industrial and commercial truck access on property adjacent to residential areas and makes recommendations during site planning to mitigate noise spillover onto sensitive uses. Through the Code Compliance Division, City staff also responds to noise complaints from neighbors located near commercial or industrial operations.

- The City desires to minimize the effects of individual sources of noise (such as loud parties, events, high school football games and construction) on sensitive land uses. Through amendments to the Municipal Code, the City has placed limitations on the days and hours during which construction may occur in order to protect sensitive land uses. In addition, the Municipal Code grants the Community Development Director and Planning Commission authority to impose more restrictive construction hours as a condition for approval on permits.

PUBLIC FACILITIES AND SERVICES ELEMENT

Local government supplies essential public services, provides for the general welfare of the community and implements regulations in the interest of public health and safety. Preparing for and planning how to accomplish these tasks is addressed in the Public Facilities and Services Element. The Element evaluates the major public and private services and facilities in the Carpinteria Planning Area and includes policies and objectives to plan for future needs.

The City wishes to maintain the best possible police and fire safety services for the community. The City implements development review procedures that incorporate fire district and law enforcement interaction at the earliest possible point in the process. The City seeks to provide a high quality and broad range of public services, facilities and utilities to meet the needs of all current and future residents of the Carpinteria Planning Area.

Implementation Examples

- The City continued cooperative work with the Water and Sanitary Districts toward developing a recycled (potable) water project to serve the Carpinteria Valley.
- Strategic Energy Plan: In February of 2018, representatives from cities of Carpinteria, Goleta, and Santa Barbara and the County of Santa Barbara selected a consultant to draft a strategic energy roadmap for the area. The roadmap would have a focus on emergency preparedness as well as long-term energy resiliency and will include a project list of sites that have been identified as feasible locations for renewable energy project. The Strategic Energy Plan was adopted by the City Council in July of 2019. The plan recommends solar photovoltaic installations at City Hall and public parking lots 1, 2 and 3 would be evaluated for installations. A residential energy efficiency workshop was conducted in March of 2020.
- Community Choice Energy: The City has been exploring the feasibility of community choice energy with other local jurisdictions since 2016. In 2018, work began to update the existing study with the most recent financial projections. Central Coast Community Energy, formerly Monterey Bay Community Power, will be rolling out services to the south coast agencies in fall of 2021. Currently staff is working on a coordinated outreach plan with other south coast agencies, including the City of Santa Barbara.
- The City conducts meetings with the local agencies regarding development to ensure that adequate consideration is made for the concerns raised by new development. Through these Interdepartmental Agency Group (IDAG) meetings, projects are reviewed in their early stages to anticipate concerns and issues which may impact their design or eventual build-out. Development

proposals are transmitted to the Carpinteria-Summerland Fire Protection District for recommendations relating to fire safety. These recommendations are incorporated into a master set of conditions required for the approval of a project.

- The City's law enforcement personnel review Special Event Permit requests, Temporary Use Permits and attend staff meetings with the Code Compliance Division to review issues such as graffiti, vandalism and homelessness. These regular staff meetings occurred throughout the year and provided ongoing communication between all staff members who enforce the Municipal Code and in particular with the Community Resources Deputy who maintains ongoing communication with the schools and local businesses.

- The City continues to work in partnership with Southern California Edison on a number of energy efficiency projects to improve the performance of facilities while being cost effective and also more environmentally friendly.

- The Public Works Department opens its Antifreeze, Batteries, Oil and Paint (ABOP) Center two weekends each month to provide free services for community members to recycle these types of materials. The ABOP facility is part of the City of Carpinteria and County of Santa Barbara joint effort to reduce the risk of hazardous waste in our landfills and in the environment. Due to the COVID-19 pandemic, ABOP events were canceled during three months. Subsequently, services resumed for the rest of year with additional considerations for safety protocols.

- The City also hosted an annual Household Goods and Hazardous Waste Collection Day. Carpinteria residents have the opportunity to safely dispose of hazardous chemicals, cleaning products, used oil, solvents, universal and electronic waste such as computer screens, televisions, household appliances and fluorescent, mercury and other gas filled tubes. Due to the COVID-19 pandemic, the event was temporarily cancelled, however, the event was successfully rescheduled later in the year.

- At City Hall and all City facilities, paper, plastic and aluminum are recycled on a regular basis to set an example for recycling.

- City Hall Remediation/Renovation Project: The City continues planning efforts to realize improvements to the City Hall municipal campus. In 2018, the City Council approved an amended project budget and authorized the project to be put out for formal bid. The Council also approved a lease agreement for temporary office space at 4180 Via Real to house City Hall and the Sheriff's Carpinteria sub-station during 2019. Construction and asbestos abatement began in April of 2019 and finished in 2020. Request for proposal for other

pending campus wide improvement projects was deferred due to the COVID-19 pandemic.

- City Hall Solar Energy Generation and Storage Project: The request for qualification (RFQ) and request for proposal (RFP) are complete. The RFQ was issued in October 2020 and the RFP is estimated to be issued early 2021.

- Inn and Restaurant at the Railroad: The City is exploring conceptual idea for the municipally owned land in the downtown. Use of the land could include a visitor serving inn and a restaurant. The project could provide significant economic benefits to businesses while generating revenues for the City. The Exclusive Negotiation Agreement between the City and the Developer was extended by the City Council. A Joint ARB/PC/CC Concept Review meeting was held in November of 2020.

HOUSING ELEMENT

The Housing Element is prepared in accordance with State and Federal Law to identify policies and guidelines that implement City goals to provide and maintain safe and adequate housing for households in all economic sectors. Goals and objectives support affordable housing programs, rehabilitate aging housing stock and provide services to prevent homelessness. The Housing Element Update was adopted by the City Council in November 2014 and certified by the State's Housing and Community Development Department in December 2014.

The 2020 Annual Housing Report are attached as Exhibit 1. The document was transmitted to the State Department of Housing and Community Development on March 18, 2021.

General Plan and Zoning Code Update

The General Plan was adopted in April 2003. The General Plan visioning process included planning and goal strategies to plan for a 20 year timeline

A comprehensive General Plan/Coastal Plan Update was initiated in September of 2015, with a concerted multi-year work effort presently underway. In addition to updating all of the required Elements, reviewing specific areas within the City that may warrant Land Use Designation changes and creating a new Element addressing climate change/sea level rise, the General Plan will include a Healthy Communities Element.

Implementation Examples

- Several grants were secured in support of this important effort. The City secured a $150,000 grant from the Coastal Commission to help fund the Sea Level Rise Vulnerability Assessment and Adaptation work. The City secured a $218,000 grant from Caltrans to include transportation and infrastructure related planning work.

- Grants were secured to help acquire a new Principal Planner position on a three-year contract to take the lead on this and other Advanced Planning projects.

The Zoning Code was adopted in 1981. Over the course of the past few years, various Zoning Code modifications have been made to adopt new codes or amend codes to meet current needs and standards. In 2014, the Community Development Department completed a zoning code consistency review and an updated housing section of the zoning code. The Consistency Update repealed out of date zoning designations and updated existing zoning designations to be more consistent with current land use. The City's Zoning Map, General Plan/Local Coastal Plan and Land Use Map were also updated to reflect these changes. The amendment to the Housing section of

the Zoning Code modified regulations on density bonus, transitional and supportive housing, single room occupancy (SRO) housing, agricultural employee housing, emergency shelters and housing for persons with access and functional needs to be consistent with the 2009-2014 Housing Element and state housing law. These changes were certified by the Coastal Commission and subsequently adopted by the City Council in 2016.

Implementation Examples

- A comprehensive Zoning Code Update is in-progress and will be released for public review after the Coastal Commission Administrative review is completed.
- Ahead of the Zoning Code update at large, staff is working on important updates to the Density Bonus and Accessory Dwelling Unit section of the Zone Code, in addition to a Downtown Design Overlay and updates to the City's neighborhood design guidelines.

Goals, Priorities and Objectives

The City of Carpinteria aims to implement the priorities and objectives outlined in the General Plan throughout various activities and functions of local government. Many of the goals outlined for the future of the City are reviewed annually through the City's Annual Work Program process whereby the City Council adopts strategies and goals to direct the staff work effort for the upcoming calendar year. In this way, the implementation of the General Plan is an ongoing endeavor. Some of the primary goals to implement over the course of the next few years will include the following:

- Continue leading efforts and supporting recovery from the COVID-19 pandemic.
- Complete another phase of City Hall campus facility improvements and upgrading of various hardware and software systems;
- Establish concrete plan for expansion/improvement of local public transit to include better east/west connectivity;
- Complete updates of the City's Zoning Code and Zoning Map as implementation of the General Plan/Local Coastal Land Use Plan;
- Continue to develop diverse revenue sources in order to allow for stability in the event of decline in one or more revenue areas;
- Establish a more diversified local economy with improved products and services for residents;

- Attract and retain downtown retailers, hotels, corporate headquarters and R&D uses that can be successful in, and complementary to, the community;
- Implement the latest storm water management mandates via updated Storm Water Management Program and creek protection policies;
- Continue projects to reduce energy use at City buildings and facilities through equipment replacement and taking advantage of incentives programs;
- Implement recommendations of the Neighborhood Preservation Committee that can serve to promote interaction and communication between neighbors;
- Continue to expand and improve the City's emergency preparedness program in order to promote resilient households, neighborhoods and businesses;
- Sustain a community garden program that along with the local farmer's market and other businesses, allows for convenient access to locally grown fruits and vegetables;
- Foster collaborative and cooperative relationships with other agencies and non-governmental organizations that contribute to the provision in the community of appropriate, equitable and effective education, health and human services to the Carpinteria community;
- Continue to collaborate with Peoples' Self-Help Housing and the County Housing Authority to increase affordable housing opportunities;
- Establish Sea Level Rise policies as a part of a Climate Change Adaptation Plan that is capable of addressing protection of coastal open spaces such as the Salt Marsh and the Carpinteria Creek Lagoon;
- Complete the next phase of the Carpinteria Shoreline Feasibility Study and present an update to the City Council;
- Continue working towards the completion of the Carpinteria Coastal Vista Trail;
- Complete the City's Bicycle Master Plan and gain Bicycle Friendly Community status; and
- Continue and expand collaboration and cooperation with other agencies in providing accessible and effective health and human services to the Carpinteria community, including but not limited to County mental and public health services, Central Coast Collaborative on Homelessness, Restorative Policing, and other initiatives.

The 2020 Work Plan Accomplishments Table is attached as Exhibit 2.

Conclusion

The General Plan Annual Progress Report illustrates activities undertaken by the City of Carpinteria in 2020 that worked toward implementing the City's General Plan. The City has worked to progressively implement the policies outlined in each element of the City's guiding planning document as outlined in the various sections of this Progress Report. The General Plan represents the community's collective vision for preserving and improving the quality of life in the Carpinteria Valley. Only minor revisions, aside from the Housing Element Update, have been implemented since the General Plan/Coastal Land Use Plan Update was adopted in 2003. The update process for the General Plan was initiated in 2015 and will continue over the next couple of years.

The ideas, proposals and suggestions that have come to the City have all furthered the City's goal to preserve important local resources, improve the local economy and quality of life for the community. The City will continue its efforts in this regard.

Exhibit 1

2020 Housing Element Annual Progress Report

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City of Carpinteria

2020
Housing Element Annual Progress Report



March 2021

INTRODUCTION

Pursuant to section 65400 of the Government Code, Community Development Department staff prepares an annual report to the City Council on the status of the General Plan and its Elements and progress being made in implementation. This is an opportunity to review activities and projects of the prior year in the areas of housing development and other programs that implement the City's Housing Element. The City's Housing Element identifies community housing needs and describes how safe, affordable housing can be provided and maintained for City residents. Included in this report are statistics demonstrating progress in meeting regional housing needs.

The 2015-2023 Housing Element was adopted by Resolution No. 5556 by the City Council on November 10, 2014. The State Department of Housing and Community Development certified the Housing Element on November 20, 2014. This update complies with the Housing Element planning period from February 15, 2015 through February 15, 2023 and includes information related to housing in Carpinteria for the 2020 calendar year. The resolution complies with the State Department of Housing and Community Development's requirement for municipalities within the Santa Barbara County Association of Governments (SBCAG) to update their housing elements every eight years and is consistent with the City's General Plan.

2020 Housing Highlights

In 2020, building permits were issued for 14 new residential units in the City of Carpinteria. Ten of those units were part of the Green Heron/Seahouse condominium development. One building permit was issued for the Klentner Condominium project, which comprises four new condominium units on a lot that previously contained two units, for a net increase of two units. The remaining permit was for two new condominium units within an existing condominium development.

Fifty-one additional units received housing entitlements in 2020, but have yet to receive their building permits. The new units include 50 Special Needs units at Gran Vida Phase II and a Secondary Dwelling Unit. Twelve residential units received Certificates of Occupancy in 2020, 11 of which were for the Green Heron/Seahouse condominium development, and one was for the new parsonage at Carpinteria Valley Baptist Church.

The City continues to provide various forms of assistance to increase housing opportunities in Carpinteria. In 2020, staff continued to implement the Workforce Housing Down Payment Loan Program. The program was first funded by the 2011 Development Agreement that allowed the conversion of five affordable residential units at Lavender Court to a payment of $571,000 to the City's Affordable Housing Trust Fund. Like an in-lieu fee, the funds are used to provide down payment loans for families purchasing homes in the City of Carpinteria. During 2020, no new loans were approved and no loans were repaid. Staff continues to work with the Housing Trust Fund of Santa Barbara County to find interested buyers looking to use the deferred repayment loans to buy homes in Carpinteria. The City also continues to participate in Santa Barbara County's Home for Good program with the regional Creative Housing Solutions Subcommittee, a working group composed of representatives from the County Housing

Authority, People's Self-Help Housing Corporation, Home for Good, United Way, and City staff, along with the local community, to identify and pursue innovative housing opportunities. At the end of 2020, the lottery was held for the four new affordable units in the Green Heron/Seahouse development.

Housing Element Review

The Housing Element is organized into two sections that describe the goals and objectives of the City in addressing the community's housing needs. The Housing Element also includes Technical Appendices with detailed information to document compliance with the Government Code. Section 2 of the Housing Element is organized by the five primary program categories which are to be implemented during the planning period. The document also contains a Housing Program which describes 21 specific programs the City implements to realize the goals of the Housing Element. This report explains the housing programs and goals and how the City implemented them throughout 2020.

Program Category 1: Make sites available to accommodate the RHNA

Housing Needs Summary

The Santa Barbara County Association of Governments (SBCAG) allocated a housing need to the City of 163 housing units for the 2014-2022 Regional Housing Needs Allocation Plan. The 2015-2023 Housing Element Table II-1 below shows the City's share of the regional housing need across five income categories.

Table II-1
Land Inventory Summary

	Income Category				Total
	Very Low	Low	Mod	Above	
RHNA 2015-2023	39	26	34	64	163
Units completed after 1/1/2014 (Housing Element Table B-2)	33	9	2	5	49
Net remaining RHNA	23		32	59	114
Housing sites (Housing Element Table B-3)	76		6	35	117
Adequate capacity?	Yes		Yes[1]	Yes[1]	Yes

Notes:
1. Reflects excess lower-income sites

Goals

- Attain additions to the housing supply that meet the housing needs of all economic segments.
- Maintain a jobs-housing balance or ratio within the 0.75 to 1.25 range suggested by the Santa Barbara County Association of Governments.

Policies

- *Adequate Sites:* Provide sufficient sites in the General Plan/Coastal Plan and zoning map to meet the housing needs allocated to the City by the Regional Housing Needs Allocation (RHNA) Plan.
- *Housing Types:* In the General Plan/Coastal Plan and implementing ordinances provide for a mix of housing types consistent with the City's needs, including single family detached and multiple family housing.
- *Public Services and Facilities:* Ensure that public services and facilities have the capacity to support the need for the new residential development allocated to the City by the RHNA Plan.

Result

The City keeps an inventory that details the amount, type and size of vacant parcels to assist developers in identifying land suitable for residential development. The City also reports on the number of extremely low, very low, low, and moderate income units constructed annually. If the inventory indicates a shortage of available sites, the City will rezone or identify new sites sufficient to accommodate the City's RHNA. The City also works with developers to ensure that appropriate lot densities are used when planning new development.

In 2020, building permits were issued for 14 new residential units in Carpinteria, 10 of which were for the Green Heron/Seahouse condominium project. Another 12 units received Certificates of Occupancy in 2020, 11 of which were also for the Green Heron/Seahouse condominium project.

Table I: New Residential Units Completed in 2020
(Issued Certificate of Occupancy)

Project Name	Address	Units	Income Category
Green Heron/Seahouse	1300 Cravens Lane	11	Above Moderate
Carpinteria Valley Baptist Church	800 Maple Avenue	1	Above Moderate
Total Residential Units Completed in 2020: 12			

Table II: New Residential Units Building Permits Issued in 2020
(Not Completed in 2020)

Project Name	Address	Number of Units	Income Category
Phari, LLC	1112 Linden Avenue	2	Above Moderate
Green Heron/Seahouse	1300 Cravens Lane	10	Above Moderate
Klentner	1075 Cramer Road	2	Above Moderate
Total Residential Units Approved in 2020: 14			

Table III: Regional Housing Needs Allocation (RHNA) Progress
(Based on Building Permit Issuance Date)

Income Group	2015-2023 RHNA	Units Added 2015	Units Added 2016	Units Added 2017	Units Added 2018	Units Added 2019	Units Added 2020	Units Added 2021	Units Added 2022	Units Added 2023	Total Units Approved
Very Low	**39**	33	0	0	0	0	0	-	-	-	33
Low	**26**	9	0	3	0	0	0	-	-	-	12
Moderate	**34**	2	0	0	0	0	0	-	-	-	2
Above Moderate	**64**	80	4	0	1	25	14	-	-	-	124
TOTAL	**163**	**124**	**4**	**3**	**1**	**25**	**14**	-	-	-	**171**

Table IV: Constructed Units
(Based on Certificate of Occupancy Issuance Date)

Year	Units Completed (Certificate of Occupancy)
2007	28
2008	61
2009	11
2010	8
2011	13
2012	9
2013	112
2014	3
2015	44
2016	74
2017	1
2018	0
2019	4
2020	12
TOTAL	**380**

Program Category 2: Assist in the development of adequate housing to meet the needs of extremely low, very low, low, and moderate income households.

Goals

- Attain a housing supply that meets a variety of housing needs.
- Attain a housing supply that meets the needs of extremely-low-, very-low-, low- and moderate-income households.
- Attain a housing supply that meets the needs of special population groups.

Policies

- *Infill Development*: Promote infill housing development through land use policies and by deferring or reducing development impact fees where the City wants to encourage infill development.
- *Second Units*: Promote the development of second units consistent with the State law and the City's second unit ordinance.
- *Suitable Housing Unit Sizes*: Provide for a range in the number of bedrooms in assisted housing developments so as to help meet the needs of various household types and special needs populations.
- *Downtown Mixed Use*: Encourage studio and one bedroom units above commercial uses in the downtown district to reduce parking needs and facilitate affordability.
- *Rental Assistance*: Continue participation in the County of Santa Barbara Housing Authority's Section 8 program as the primary means to address the City's rental assistance needs. Allocate HOME funds and In lieu Fees to state and federally assisted housing that provides rent restricted units in existing and/or new residential developments.
- *Acquisition and Rehabilitation of Rental Housing*: Work with non-profit sponsors to acquire and rehabilitate rental housing units in order to maintain long-term affordability of the units. This will include, but not be limited, to: (a) technical support needed to obtain funding commitments from county, state and/or federal programs; (b) assistance in permit processing; (c) possible deferral, reduction or waiver of City fees; and (d) contribution of City housing funds, if available.
- *Critical Workforce Housing*: Implement "set-aside" policies for critical workforce occupations. New housing developed through the Inclusionary Housing Ordinance, current and future Development Agreements and other appropriate Housing Element programs should set aside a percentage of the units for households employed in critical workforce occupations. Examples of critical workforce occupations are law enforcement, firefighters, nurses, teachers and local government.
- *Farm Employee and Supportive Housing*: Allocate in lieu fees for predevelopment activities, including state and/or federal funding applications, to support the sponsors of farm employee housing and supportive housing for special needs populations.
- *Shelter for the Homeless*: Support countywide programs to provide for a continuum of care for the homeless including emergency shelter, transitional housing, supportive

housing and permanent housing. Allocate CDBG funds to agencies assisting homeless persons and families to meet shelter and non-shelter needs.

Result

The City worked with the developers of the Green Heron/Seahouse project to market and hold the lottery to sell the for the four new Above-moderate income (121-200% AMI) affordable residential units were constructed as part of the Inclusionary Housing Ordinance requirements for the development at 1300 Cravens Lane.

Also within Program Category 2, the Community Development Department implements the Secondary Dwelling Unit Program which allows development of secondary dwelling units in the Single Family Residential Zone Districts. The current program allows owners of lots greater than 8,000 square feet in size to be eligible to construct second dwelling units. The program applies to 528 single family residential lots which have adequate lot sizes and do not already enjoy second units. In years past, an average of two second units were permitted annually. During the 2020 period, the Community Development Department issued one zoning permits for a second unit. The City's 2015-2022 Housing Element addresses this issue and recommends that the second-unit development standards be reviewed to ensure that there are no governmental constraints to the development of second units. These development standards, as well as new state regulations regarding Accessory Dwelling Units, will be reviewed in the context of the City's recent initiation of a zoning ordinance update specifically for Accessory Dwelling Units (Resolution #5915, 9/23/2019). The City will continue to educate interested property owners about second unit opportunities. In 2017, the City reduced the Development Impact Fees for accessory dwelling units, pursuant to Assembly Bill 2299 (Resolution #5750, 9/25/2017).

To assist the local homeless population, the City participates in the Santa Barbara Continuum of Care, known as Home for Good of Santa Barbara County, and facilitates the Carpinteria Regional Coordination Committee. The Coordination Committee has two subgroups: The Creative Housing Solutions Subcommittee, which identifies opportunities and resources for homeless individuals, and the Coordinated Outreach Team, which makes regular contact with those individuals and attempts to connect them with the services and housing they need.

Program Category 3: Address and, where appropriate and legally possible, remove governmental constraints to the maintenance, improvement and development of housing.

Goals

- Address, and to the extent legally possible, mitigate and/or remove governmental constraints to the maintenance, preservation, improvement and development of housing.
- Implement land use regulations that facilitate meeting affordable housing needs.

Policies

- *Expedite Affordable Housing Development Review*: Affordable housing developments shall receive the highest priority and efforts by staff, the Planning Commission and City Council to: (a) provide technical assistance to affordable housing developers, including community involvement; (b) take into account project funding and timing needs in the processing and review of the applications; and (c) provide the fastest turnaround possible in determining application completeness.
- *Fee Mitigation*: Permit on a case-by-case basis fee reductions and waivers to help owner-builder projects, projects with minimum public service impacts, retrofitting projects and affordable housing developments.

Result

The City has implemented a 50% Development Impact Fee reduction for 100% affordable housing developments to assist in removing governmental constraints to the development of affordable housing. This reduction was applied for both the Dahlia Court and Casas de las Flores Apartments sites in the past and, more recently, for the Habitat for Humanity affordable residential ownership units.

Program Category 4: Conserve and improve the condition of the existing stock of affordable housing.

Goals

- Conserve existing housing important to the community such as rental apartments, mobile home parks and other affordable housing units.
- Maintain the affordability of existing and future affordable housing developments.
- Attain a housing supply free from substandard and deteriorated housing conditions.

Policies

- *Section 8 Housing*: Maintain the numbers of extremely-low-, very-low- and low-income households that are assisted by the Section 8 rental assistance program.
- *Apartment Conservation*: Conserve apartment rental housing by prohibiting the conversion to condominium ownership unless the apartment rental vacancy rate is more than 5%.
- *Mobile Homes, Mobilehome Parks and Manufactured Housing*: Conserve mobilehomes, mobilehome parks and manufactured housing as an essential part of Carpinteria's housing supply.
- *Mobile Home Rents*: Continue the Mobile Home Park Rental Stabilization ordinance.
- *Occupancy Inspections*: Conduct occupancy inspections for code requirements for single-family residential units and apartment structures when they are sold.
- *Long-Term Housing Affordability*: Enforce resale controls and income restrictions to ensure that affordable housing provided through the Inclusionary Housing Program remains affordable over time to the income group for which it is intended.

- *Maintenance and Repair*: Promote the maintenance and repair of owner-occupied and rental housing to prevent deterioration within the City.
- *Housing Rehabilitation*: Facilitate the rehabilitation of substandard and deteriorated housing where feasible.
- *Housing Replacement*: Where possible, promote the removal and replacement of those substandard units that cannot be rehabilitated.
- *CDBG Rehabilitation*: Allocate CDBG funds to multi-family rehabilitation programs and retrofitting of existing housing.
- *Acquisition and Rehabilitation of Rental Housing*: Work with non-profit sponsors to acquire and rehabilitate rental housing units in order to maintain long-term affordability of the units. This will include, but not be limited to: (a) technical support needed to obtain funding commitments from County, State and/or Federal programs; (b) assistance in permit processing; (c) possible deferral, reduction or waiver of City fees; and (d) contribution of City housing funds, if available.

Result

Seven mobile home parks provide affordable-by-design housing in the City with a total of 860 mobile home park spaces. The City's Mobile Home Rent Stabilization regulations aim to protect the value of mobile homes for tenants of rental parks. The City also allows manufactured homes to be constructed in all residential zones which may reduce construction costs.

In addition, the City initiated three legislative efforts to preserve affordable housing stock: The Mobile Home Park Closure Regulations, Tenancy-In-Common Ownership Regulations, and Mobile Home Park Residency Law legislative advocacy.

Program Category 5: **Promote housing opportunities for all persons.**

Goals

- Attain a housing market with "fair housing choice," meaning the ability of persons of similar income levels regardless of race, color, religion, sex, national origin, disability and familial status to have available to them the same housing choices.

Policies

- *Promote Fair Housing*: Promote fair housing opportunities through the City's participation in the County's Community Development Block Grant Program.
- *Information and Referral*: Promote fair housing through the provision of information and referral services to residents who need help on fair housing issues. This includes referring local residents who want to file a housing discrimination complaint to the appropriate local, county, state or federal agency, depending on the nature of the complaint.
- *Fair Housing Information*: Implement activities to broaden resident knowledge of fair housing law.

Result

The City continues to fund services provided by the City of Santa Barbara Rental Housing Mediation Program (RHMP). The RHMP provides dispute resolution resulting from landlord, tenant and roommate issues which arise in rental housing situations. The primary goal of the program is to provide an alternative to the formal judicial system and provide legal advice and mediation when disputes arise. The program provides free legal assistance for residents living at or below the poverty line, while also providing general social service guidance for those with disabilities, seniors and victims of domestic violence. In 2014, the RHMP began outreach programs in Carpinteria to educate local residents about tenant/landlord rights and to answer housing questions. The program shows success in preventing litigation through mediation and conflict resolution. In 2020, the RHMP provided service to 50 Carpinteria tenants and landlords regarding issues related to rental housing and to educate local residents about the services provided by RHMP and other typical concerns related to rental housing. The City continues to look for such opportunities.

Conclusion

The Housing Element Annual Progress Report illustrates activities undertaken by the City of Carpinteria in 2020 that seek to improve the quality and quantity of market rate and affordable housing in Carpinteria. As required by state law, the 2009 Housing Element Update was completed and certified in 2011; given the success of Carpinteria's program, many of the affordable housing strategies were continued into the 2015-2023 Housing Element with modifications made as necessary to meet the City's regional housing needs. The City remains in compliance with Housing Element Law by adoption of its Housing Element update in late 2014 and production of housing units thus far.

Exhibit 1 Housing Element Annual Progress Report Form 2020

Exhibit 1

Housing Element Annual Progress Report Form 2020

City Council Hearing, March 8, 2021

Jurisdiction	Carpinteria	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A

Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes
1					2	3	4	5							6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions):	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC §65913.4(b)? (SB 35 Streamlining)	Notes*
Summary Row: Start Data Entry Below								0	0	0	0	0	0	0	0	0	0	0	
			NONE												0	0			
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Jurisdiction	Carpinteria	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Income Level		1	2									3	4
		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	39	33									33	6
	Non-Deed Restricted												
Low	Deed Restricted	26	9		3							12	14
	Non-Deed Restricted												
Moderate	Deed Restricted	34										2	32
	Non-Deed Restricted		2										
Above Moderate		64	82	4		1	25	14				126	
Total RHNA		163											
Total Units			126	4	3	1	25	14				173	52

Note: units serving extremely low-income households are included in the very low-income permitted units totals
Cells in grey contain auto-calculation formulas

Jurisdiction	Carpinteria	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

(Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table C
Sites Identified or Rezoned to Accommodate Shortfall Housing Need

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Type of Shortfall	Site Description						
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Type of Shortfall	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Carpinteria	
Reporting Year	2020	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Second Unit Program	12 second units during the planning period	Ongoing	In 2020, one second unit was permitted by CDD.
Energy Conservation Program	Reduce residential energy use throughout the planning period	Ongoing	The Building Division and Community Development Department continue to promote energy efficient and energy saving opportunities on new and redevelopment projects.
No Net Loss Program	Ensure compliance with no net loss requirements throughout the planning period	Ongoing	The Community Development Department continues to ensure compliance with no net loss of residential units through the review of development permits.
Section 8 Rental Assistance Program	169 Section 8 Certificates during the planning period	Ongoing	In 2020, 38 Section 8 Certificates were issued by the Housing Authority of Santa Barbara County and XX by the City of Santa Barbara Housing Authority within the City of Carpinteria.
Affordable Rental Housing Program	43 lower income rental units during the planning period	Ongoing	In 2020, no new low-income rental units were constructed.
Inclusionary Housing Program	10 Inclusionary Housing Units during the planning period	Ongoing	Staff will continue to identify opportunities for additional inclusionary housing and work with developers which might develop multi-family housing developmerns. Two ongoing projects, Green Heron Spring and Faith Lutheran Church Lot Split & Residences, are slated to yield inclusionary units within this Housing Element cycle.
Density Bonus Procedures	Continue to offer density bonus incentives throughout the planning period	Ongoing	Although no density bonus units were developed in 2020, staff will continue to provide density bonus incentive information to qualifying developments through the planning and development review process.
Facilitate Lot Consolidation	Continue to facilitate consolidation of small lots during the planning period	Ongoing	Although no lots were consolidated in 2020, staff will continue to identify opportunities and work with developers to consider consolidation of small lots.
Regulatory Concessions and Incentives	Facilitate construction of affordable units commensurate with the City's needs throughout the planning period	Ongoing	Although no projects were approved in 2020 which took advantage of the concessions and incentives provided for affordable housing, the Community Development Department is in discussions regarding both affordable rental units and affordable-ownership condominiums.
Fee Mitigation Program	Facilitate construction of affordable units commensurate with the City's needs throughout the planning period	Ongoing	Although no projects were approved in 2020 which took advantage of the concessions and incentives provided for affordable housing, the Community Development Department is in discussions regarding both affordable rental units and affordable ownership condominiums. In 2017, the city lowered the Development Impact Fees for Accessory Dwelling Units to facilitate the permitting of such units.
Special Needs Housing Program	Continue to implement zoning regulations that facilitate construction of housing for persons with special needs through the planning period	Ongoing	One Secondary Dwelling Unit was approved in 2020 with a resonable accomodation request for the occupant.
Conservation of Mobile Home Parks	Facilitate preservation of seven mobile home parks and moderate rental rates throughout the planning period	Ongoing	The city has continued to monitor rental rates in mobile home parks through the Mobile Home Rent Stabilization Program and has had no conversion of the seven mobile home parks in Carpinteria.
Condominium Conversion Ordinance	Facilitate preservation of existing units throughout the planning period	Ongoing	During the 2020 calendar year, no residential rental units were converted to condominiums due to provisions of the Condominium Conversion Ordinance related to rental vacancy rates.
Housing Code Compliance	Facilitate preservation of existing single-family rental housing units throughout the planning period	Ongoing	The Community Development Department's Building and Code Compliance divisions conducted several site inspections and enforce the housing and building and safety codes through compliance orders and administrative citations.
Single Family Housing Rehabilitation	Rehabilitation of two units occupied by extremely-low income owner household and three units occupued by very-low income owner households during the planning period	Ongoing	The city will continue to encourage eligible very-low income homeowners to contact the USDA Rural Housing Repair and Rehabilitation Program for loans to help modernize and improve their homes to remove health and safety hazards.
Multi-family Rehabilitation	Rehabilitation of two extremely-low income units, one very-low income unit, and six low income units during the planning period	Ongoing	The city will continue to seek grant funds and assist in the rehabilitation of multifamily housing in need of repair.
Fair Housing Information and Referral	Continue to disseminate fair housing information to residents, landlords, and other interested parties throughout the planning period; conduct annual fair housing workshops in cooperation with the Rental Housing Mediation Program	Ongoing	The city continues to partner with the City of Santa Barbara's Rental Housing Mediation Program to provide tenants, landlords, and interested parties with information and mediation services related to housing and rental disputes. In 2020, 50 residents received rental-related consultation via phone or in person. The city also refers residents to the Legal Aid Foundation of Santa Barbara County and California Rural Legal Assistance to address concerns related to disability access, those living on fixed incomes, and victims of domestic or elder abuse.
Workforce Homebuyer Down Payment Loans	Continue to facilitate home ownership for local workforce throughout the planning period	Ongoing	The city continues to provide down payment loans, in collaboration with the Housing Trust Fund of Santa Barbara County. No loans were funded in 2020.

Jurisdiction	Carpinteria	
Reporting Period	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Carpinteria	
Reporting Period	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA* Listed for Informational Purposes Only				Units that Count Towards RHNA * Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1*
	Extremely Low-Income*	Very Low-Income*	Low-Income*	TOTAL UNITS*	Extremely Low-Income*	Very Low-Income*	Low-Income*	TOTAL UNITS*	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Carpinteria	
Reporting Period	2020	(Jan. 1 - Dec. 31)

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherw

Project Identifier					
1				2	3
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**
Summary Row: Start Data Entry Below					

Jurisdiction	Carpinteria
Reporting Period	2020 (Jan. 1 - Dec. 31)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Table H

Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						

Jurisdiction	Carpinteria	
Reporting Year	2020	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		14
Total Units		**14**

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	0
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

Jurisdiction	Carpinteria	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$0	*Total award amount is auto-populated based on amounts entered in rows 15-26*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		53
Total Units		53

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		14
Total Units		14

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		12
Total Units		12

Exhibit 2

2020 Work Plan Accomplishments Table

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GENERAL GOVERNMENT
2020 Work Plan Accomplishments

Activity	Comments
Program: Legislative & Policy	
Legislative Advocacy	The City relies, generally, on the League of California Cities to advocate the State legislature on matters of local government interest and to assist the City in identifying issues of unique local interest. City advocacy efforts have included the following: • **Cannabis.** The City's efforts to influence County of Santa Barbara cannabis regulations has continued in 2020, requiring significant investment of staff time and financial resources for legal counsel assistance. The City also engaged special legal counsel to assist monitoring and commenting to the county on specific cannabis project permits with potential impacts in the City. • **Oil Trucking.** The City provided a comment letter to the County of Santa Barbara concerning the Exxon Oil Interim Trucking for Santa Ynez Unit Phased Restart Project. • **Oil & Gas Development**. The City's representative to the federal Interagency Decommissioning Working Group continued in 2020. The group of regulatory agencies meets to coordinate response to federal oil & gas platform decommissioning work. • **Letters of Support** SB 999 and AB 2782, both concerning State Mobile Home Residency Law changes to protect local mobile home rent control. • **Letters of Opposition** AB 2167, concerning wildland fire insurance
Legislative & Policy Research and Development	• **COVID-19 Pandemic Response and Recovery.** Legislative research and development included Emergency Proclamation, Face Covering regulation, Commercial Eviction ordinance, Outdoor Street/Parking use by businesses program, Small Business Restart and Community Service Supplemental Support grant programs, Parking Restrictions and beach restricted use programs. • **White Nationalism and Racial Equity & Social Justice.** The City Council adopted Resolution No. 5938, condemning White Nationalism in January. Resolution No. 5981 was adopted in June, condemning the unjustified use of force against Black people and people of color by law enforcement and standing in solidarity with non-violent protestors. Resolution No 5981 also made specific commitments toward institutionalizing a Racial Equity & Social Justice Program that was initiated via formation of a City Council committee at a subsequent meeting. • **Mobile Home Residency Law.** At the direction of Council, engaged special counsel and engaged in the

	process of developing legislation that would amend State mobile residency law in order to protect local mobile rent control in California. The work was successful and legislation, AB 2782, was signed into law by the Governor in August. The bill will end the exemption from local rent control for long-term leases.
Regional Programs Collaboration and Cooperation	**COVID-19 Pandemic Emergency Response and Recovery.** The City of Carpinteria works cooperatively with the County of Santa Barbara and the other cities in the County to prepare and respond to disasters. The City is a part of the Operational Area Council for emergency response, which meets quarterly. Since March, the City has been participating in numerous staff and elected official meetings concerning county-wide collaborative work on pandemic response and recovery. The City also initiated and carried out cooperative work with local service providers to provide necessary assistance to residents. This included logistical support for food distribution, e.g., traffic control, and $100,000 in supplemental community service support program funding to Carpinteria Children's Project, Boys & Girls Club, Girls Inc, and the Community Action Commission, among others, involved in food distribution, child care and meeting other health and human service needs of the Carpinteria Community. The City elected also to join with the County of Santa Barbara to contribute its share of emergency Community Development Block Grant fund to support the county-wide Emergency Rental Assistance Program. Subsequently about two dozen Carpinteria residents benefitted from this assistance that is designed to avoid renters being displaced during the pandemic. **Sustainability/Renewable Energy.** In December 2019, the City of Carpinteria joined Central Coast Community Energy (CCCE) (formerly Monterey Bay Community Power), a not-for-profit agency established by local communities to source and purvey electricity to its customers under a plan to be completely carbon free by 2030. The regional agency includes local government jurisdictions extending primarily along the coast from Monterey to Santa Barbara County. The Mayor and City Manager participate on the Policy and Operations Boards, respectively, of the CCCE and the City's Sustainability and Energy Division Program Manager began this year working closely with CCCE on program development and implementation in anticipation of City customers switching to CCCE purveyed electricity in late 2021. **Regional Transportation Projects.** The City is a member of the Santa Barbara County Association of Governments (SBCAG) where Vice Mayor Clark is its representative on the Board that, among other things, oversees regional transportation project and program funding and delivery. The City continues to work cooperatively with Caltrans and SBCAG to ensure satisfactory completion of the Linden-Casitas Interchange Project while also engaging in review and assistance with related 101 Widening project mitigation such as the Santa

	Monica / Via Real Intersection improvements. Two hiking/biking trails are also a part of the freeway improvements: the Rincon Trail and the Santa Claus Lane Trail. The City is working cooperatively with Caltrans and SBCAG to ensure delivery of both of these important regional trail connection projects. The City also is continuing discussions this year with SBCAG and the Los Angeles – San Diego – San Luis Obispo Rail Corridor Authority (LOSSAN) on planning and permitting of improvements to the Carpinteria Amtrak platform that would double its capacity by adding a second platform and parallel track/siding. The City Council has previously issued a letter of support for related grant funding for the project. **Regional Sediment Management.** The City has begun this year working with BEACON and the County of Santa Barbara to establish plans and permits, through flood control and other projects and programs, for the regional management of beach sediment sufficient to ensure that sediment is safely and efficiently deposited to benefit beaches and help counter coastal erosion. **Housing/Homelessness.** In 2020, to date, the City continues to financially support and collaborate with Home for Good, the County of Santa Barbara Public Health Department and local volunteers, to respond to people experiencing homelessness in Carpinteria and to connect them with housing and other supportive services. Several people experiencing homelessness were successfully assisted in this way so far in 2020. The City has also continued work with the Housing Authority of Santa Barbara County on the acquisition and development of a site for an apartment development that would include affordable housing. Staff intends to bring details about the project to the Council for consideration in October or November.
Program: City Administration	
Library: Analysis of governance and costs related to the operation of the City of Carpinteria and Montecito branch libraries.	City Council Ad hoc Library Committee and Working Group meetings were held. A Request for Proposal consultant services process was conducted and a library consultant was hired to prepare a study of governance options as well as budget and financing. The consultant work included conducting significant community outreach/public meetings and the Report was presented and its recommendations accepted by the City Council on September 14. The Council action marks a milestone and initial step in work to transition the Carpinteria Library to being operated by the City. This work is expected to continue over the next 18 months and consummate with City taking over operations by mid-2022.
Community Center: The purpose of this Work Plan item is to collaborate with community groups and local service providers to determine needs, interests and possible locations for a community center that can meet the space	Not initiated.

needs of agencies providing services to seniors, youth and special needs groups, e.g., people experiencing homelessness, as well as community gathering, activity, and meeting space.	
Youth Engagement. The purpose of this Work Plan item is to collaborate with Carpinteria Unified School District and other youth organizations to increase youth engagement with Law Enforcement and prepare students for civic life.	The City's Community Resource Deputy position was renewed for 2020. The CRD works closely with CUSD officials to determine appropriate opportunities to connect with youth; however, this work was stymied by the pandemic. No other work on this matter has been initiated.
Art in Public Places. Prepare a report with recommendations to the City Council concerning the establishment of an Art in Public Places program.	Not Initiated.
Program: Community Promotion and Communications	
You Count! Census 2020. Develop a local plan to engage the hard to reach communities of Carpinteria by: • Developing a local You Count! Committee • Create a plan to reach and count all residents of Carpinteria • Facilitate events to assist the community with the online process	The City created the You Count! Community committee that worked on a plan to engage Carpinterians. The plan included several events throughout the community. The first event was scheduled on 2020 Census Day, April 1st. All events were cancelled due to the COVID-19 pandemic. The community committee used social media outlets, banners, and ads in the Coastal View News to encourage local participation. Information was distributed to people during the drive through food distribution and meal delivery program. As of September 30, 2020, Carpinteria self-response rate is 71.4%. Self-response includes online, by phone, and mail-in participation. The City's participation rate in 2010 was 69.4%. September 30, 2020 was the last day to take the survey. Final numbers will be distributed in Spring 2021.
Neighbor to Neighbor. Develop a program that will create partnerships between the City and its residents with the goal of: • Strengthening the social fabric of the City's neighborhoods and building community. • Facilitating effective communication between the City,	The Neighbor to Neighbor program is on hold due to the COVID-19 pandemic. After a successful kickoff event in August 2019, planning was underway to expand the program into other neighborhoods in Carpinteria. The second event, tentatively scheduled for April 2020, will be rescheduled for a later date when it is allowable and safe to do so.

residents and within neighborhoods. • Enhancing and maintaining the appearance, character, value and safety of neighborhoods. • Using existing programs and services, e.g., emergency preparedness, storm water management, code compliance, landlord/tenant mediation services, crime prevention, etc., to help build neighborhood partnerships and increase neighborhood's ability to respond to, withstand and recover from adverse situations.	
Program: Economic Vitality	
Inn and Restaurant at the Railroad. The creation and consideration of concept plans for the municipally owned land in the City's downtown allowing the City to plan for area improvements. Use of this land could include a visitor serving inn and a restaurant. The location of the historic railroad building could be an ideal location with downtown proximity, ocean views and railroad service. The project could provide significant economic benefits to downtown businesses while generating revenues for the City.	The Exclusive Negotiating Agreement between the City and 499 Linden Managers, LLC (Developer), was extended by the City Council to September 20, 2021, in response to the pandemic. The Developer has completed submittal of concept plan information to the City and a virtual Joint ARB/PC/CC Concept Review meeting has been tentatively scheduled for November 30, 2020.
Program: Law Enforcement	
Community Resource Deputy Position and Work Plan. Community Resource Deputy (CRD) supplements	The Community Resource Deputy Position was funded as a part! of the 2020-21 budget despite COVID-19 pandemic financial! impacts. This was due to the availability of revenue through the Measure X program. The CRD has made connections through

Patrol Services by addressing quality of life issues through education and training, crime prevention and intervention, specialized patrol services, and building community partnerships with residents, local businesses, and other neighborhood-serving agencies. The CRD will run Neighborhood Watch and Business Watch Programs, Restorative Policing Program, Active Shooter Response Training Program, Sheriff's Volunteer Team Program, Explorer's Program, and Citizen's Academies.	the School District, which includes school site visits (currently on hold due to the pandemic). Prior to suspension of in-person schooling, CRD and other deputies conducted high visibility patrol around school sites at peak hours in order to promote safe driving. Bicycle patrol was enhanced and expanded in the spring in support of COVID-19 restrictions applying to public activities in the Downtown and at beaches. The CRD is a key member of the City's homelessness response program, working closely with City Code Compliance, representatives from other agencies, and volunteers, in order to assist people experiencing homelessness and to manage impacts. The City Manager and CRD have begun holding regular meetings to discuss program priorities and status of priority work.
Emergency Services	
Community Preparedness & Engagement. The City's Community Preparedness & Engagement Program is designed to engage and empower Carpinteria residents by providing them with preparedness and response education and resources.	All community training classes have been canceled due to the COVID-19 pandemic. The Santa Barbara County CERT Collaborative is working on adjusting the curriculum to offer virtual courses. Virtual emergency preparedness webinars are being scheduled in 2021. The Aware and Prepare Initiative has been adopted by the State of California and is going through a transition to more virtual outreach. The new program is scheduled to launch in early 2021.
Emergency Response Capacity Building. To ensure effective and efficient response to local emergencies, strategic and long-term emergency planning and capacity building is critical. Through the development of new plans, revising previous plans and acquiring resources that will aid emergency responders and citizens, the City will be taking active steps to ensure we are ready to respond when an emergency occurs.	Work has begun on the Multi-jurisdiction Hazard Mitigation Plan Update. Working through a grant from FEMA, mapping specific to Carpinteria will be added. The Emergency Operation Plan Update is in process. The City participated on the steering committee to create the Santa Barbara County Disaster Feeding Plan. The plan was completed in November 2019 and the Santa Barbara County Food Bank activated the plan in March 2020. An Emergency Response Resource list was created to identify City and local resources that may be used during an emergency. The list is updated on a continual basis. On March 4, 2020, Governor Newsom declared a state of emergency followed by Executive Order N-33-20 instructing all individuals living in the State to stay home due to the COVID-19 pandemic. At that time the City moved all efforts into COVID-19 response activities. Communication efforts increased through added editions of the City E-newsletter, press releases, social media posts, and the local newspaper providing up to date information on health orders and protective measures. Signs were created with COVID-19 messages and posted on A-frames throughout the downtown area. Monthly meetings with special districts increased to weekly meetings. The City started weekly traffic management support at the food distribution sites and assisted businesses with traffic safety barriers and signs at locations where businesses were permitted to use Linden Avenue for outdoor seating.

	The City enforced County-adopted beach restrictions over the Memorial Day, 4th of July, and Labor Day weekends. Information tables manned by City Code Enforcement, Santa Barbara County Sheriff, and Carpinteria Summerland Fire District, were set up at the end of Linden to assist residents and visitors. City Council approved formation of Ad Hoc COVID-19 Communication and Recovery committees. While still in the response phase of the pandemic, recovery efforts began as businesses were allowed to reopen. Additional financial support was approved by City Council to supplement allocations to the Community Services Support Grant Program, and create the COVID 19 Relief Small Business Restart Grant Program.
City Staff Training & Exercise. As mandated by FEMA and Cal OES, City Staff will participate in trainings to maintain their FEMA certifications and to increase their ability to effectively operate the City's Emergency Operations Center (EOC). Additionally, to test the City's Emergency Operations Plan (EOP), a city-wide disaster exercise will be held, involving City Special Districts and First Responders.	Staff has been trained on new safety protocols needed during the COVID – 19 pandemic.
Program: Volunteer Services	
Volunteer Management. Over 200 active volunteers assist City Departments in a variety of capacities. Volunteers provide critical support through the HOST and CERT Programs, as dog walkers, as docents, and more. To continue to manage and sustain a growing and dynamic volunteer corps, critical steps will continue to be taken to create practices and procedures for managing, recognizing, training and communicating with volunteers and minimizing risk within the program.	The 2020 HOST season was canceled due to the COVID-19 pandemic as well as all events that typically call on volunteers for help.
Program: Risk Management	
Complete Implementation of CJPIA Loss Control Action Plan (LossCAP). The City participates in the California Joint Powers Insurance	In process. Due to COVID-19 pandemic the continuation of the Implementation of CJPIA Loss Control Action Plan (LossCAP) not advanced in the recommendations from CJPIA.

Authority (CJPIA). The self-insuring and loss pooling programs provide coverage for Property Insurance, Workers' Compensation, Public Official and Employee Bonds, and General and Automobile Liability. The program provides significant advantages to the City in terms of cost, protection, risk management and loss control advice and assistance. LossCAP is a comprehensive program designed to assist the City in addressing risk exposure areas, examine key areas of operations, including services, personnel and property or loss data and support the need for change in operations or activities. On February 15, 2019, a Risk Management Evaluation (RME) for the City of Carpinteria was conducted by the California Joint Powers Insurance Authority (CJPIA). The resulting report includes recommendations for various City operations and programs.	
Program: Staff Recruitment & Retention	
Total Compensation Survey and Compensation Schedule. California minimum wage will increase every year until it reaches $15.00 per hour. The minimum wage for 2020 is $13.00 per hour. The City has adjusted the Compensation Schedule of Hourly and Seasonal Employees to comply with the minimum wage law; however, the Compensation Schedule of Management, and Miscellaneous Unpresented Employees has not been updated to adjust to the minimum wage increases. The last Total Compensation Survey was done in 2014. Additionally, current	In process. A Request for Proposal was conducted in at the end of 2019 and a consultant was selected to conduct the Total Compensation Survey. The process should have been started in the first part of 2020 but due to COVID-19 the City determined to hold off until later in year. The City is now moving forward with the Total Compensation Study which will be completed by June 2020.

unemployment is very low. The City has experienced a turnover of employees in the last 2-3 years. In order to retain employees and be competitive in recruitment, the City should update and adjust as appropriate the Compensation Schedule of Management and Unrepresented Miscellaneous Employees.	
Employee Training and Development. Train managers and supervisors in various leadership skills with include effective performance evaluation of employees, cross training team building workshops for managers and supervisors and a formal new employee orientation program. Develop a staff training program and have a variety developmental courses such as public speaking, customer service, and Microsoft Word essentials. The Human Resources/Risk Manager will develop a schedule of mandated, leadership, safety and other development training for City Staff. Using resources such as California Joint Powers Association (CJPIA), LinkedIn, and other 3rd party training company, the Human Resources/Risk Manager will conduct, facilitate and coordinate a yearlong employee training. Additionally, the Lunch and Learn training series will provide employees computer and leadership training on site.	In process. Safety on-line courses through California Joint Powers Association (CJPIA) are continuing but all in-person or on-site training classes have been canceled due to the COVID-19 pandemic. In January 2021, CJPIA announced the modification of some safety in-person training courses. HR has requested to be added to the list for safety in-person training courses. HR is working with LinkedIn to administer a 30-day all access training. The all-access training would be available to all employees where they would have access to over 16,000+ online courses taught by real-world professionals. The 30-day all day access will be March or April 2021.
Job Descriptions Update. To update the City's job descriptions. A job description is an orderly record of the essential activities involved in the performance of a task that is abstracted from a job analysis and used in	In process. The management and full-time job descriptions have been updated. The part-time and seasonal job description are in process.

classifying and evaluating jobs and in the selection and placement of employees. The City of Carpinteria job descriptions has not been updated for approximately 20 years. There are approximately, 60 job descriptions to be reviewed and updated. This includes management, full-time, part time and seasonal job descriptions.	
Labor Agreement. The City's agreement with employees represented by SEIU Local 620 is due to expire at the end of the 2020-2021 fiscal year and this matter involves negotiating and gaining approvals necessary to establish a successor agreement to be effective July 1, 2021.	In process. The City will engage in the negotiation process with SEIU Local 620 in March 2021.
Options on Health Insurance Carrier for City Employees. Create a Health Benefit Advisory All Employee Committee.	Competed. A Health Benefit Advisory All Employee Committee was created which consisted of SEIU, Miscellaneous Unpresented, Management, and Directors to provide feedback to HR on currently benefits. The feedback provided helped in creating a comprehensive benefits package for 2021.
Program: Elections	
Establishing District-Based Elections. Transition from at-large method of elections to district-based election by 2022.	The City Council Ad hoc District Elections Committee held a meeting to restart planning efforts in December 2020 and is expected to meet next in February to develop a community outreach plan and a schedule for public hearings required for the District Election transition process.
2020 Municipal Election. Conduct the 2020 Municipal Election	Completed. The November 2020 Election was held and a new City Council was seated on December 2020.

ADMINISTRATIVE SERVICES DEPARTMENT
2020 Work Plan Accomplishments

Activity	Comments
Program: Management Information Services	
Information Technology (IT) Services	A review of the City's Information Technology (IT) services is necessary to ensure that current practices align with set goals for security and backup. Upon the determination of what services are required or need to be updated, the City will proceed with the Request for Proposal (RFP) process. This project is in progress and expected to be completed by June 2020.
Program: Financial Management Services	
Business License and Short-Term Rental Enforcement Program	The objective is to create an enforcement program in which three City departments, Administrative Services, Community Development- Code Compliance and General Government-Legal Services, work together to ensure City-wide compliance with Business License and Short-Term Rental policies. With an increased tracking of license renewals, the idea is to increase the collection of various fees, and outreach to the community to ensure compliance with City policies. Due to COVID-19, the City has reached out to assist small business owners at this time and most of these fees were either waived or reduced. The establishment of an Enforcement program will be delayed as our Code Compliance team focuses on outreach regarding small business operations during the pandemic instead of enforcement at this time. The Admin Services Department issued partial refunds to small businesses with Home Occupation permits as these fees were reduced this fiscal year. The pandemic has delayed working with the other required departments such as Code Compliance that has to focus on CO-VID related efforts at this time. In addition, this work-plan item was to be partially taken-on by the vacant part-time Accounting Clerk position, however this position has become a part of the current hiring freeze and has delayed this work plan item.
Implementation of New Financial Software	The City has implemented a new financial software Incode 10 from Tyler Technologies. The financial system will help City meet its fiduciary responsibilities and goals to deliver services that meet community needs. All of the modules have been implemented including Accounts Payable, Budget Manager, Bank Reconciliation, Fixed Asset, Project Accounting, Business License, in-house Payroll, GASB and CAFR Reporter, Purchasing, Accounts Receivable and Time & Attendance. This Work Plan item has been completed.

COMMUNITY DEVELOPMENT
2020 Work Plan Accomplishments

Activity	Comments
Program: ADMINISTRATION	
Digitize / Modernize • Digitize remaining approved building plan sets and address files. • Lease/purchase a large format scanner	**Ongoing.** The Department continues to move forward scanning approved building plans, project files and address files. The Departments have investigated the lease / purchase of a large format scanner, although the effort has been temporarily put on hold as due to the City Hall remediation project, lack of space for the scanner and a reduction in the budget for this equipment.
Program: ADVANCED PLANNING: General/Coastal Plan Update	
• Draft Sea Level Rise Vulnerability Assessment and Adaptation Plan • Draft General/Coastal Plan Document • Draft CEQA Document • Staff reports for public hearings • Updated General Plan/Local Coastal Land Use Plan	**Ongoing.** This represents a multi-year project. The Department retained the services of Wood Environment & Infrastructure Solutions, Inc. to prepare the City's General Plan/Coastal Plan update in May 2017. The Sea Level Rise Vulnerability Assessment and Adaptation Plan is complete, although biennial updates are planned to keep the document current. Following public review of the draft Policies at the Update Committee meetings, the draft Elements are currently under review by the Coastal Commission before the first-round review by the Planning Commission. The accompanying CEQA EIR is now being prepared. We have hired a Principal Planner for a three-year contract to take the lead with this and the other Advanced Planning projects identified below.
Program: ADVANCED PLANNING: Zoning Code Update	
• Public Draft Zoning Code • Staff Report/Public Workshops • Planning Commission and City Council Hearings • Submittal to Coastal Commission • Final Zoning Code (after CCC review)	**Ongoing.** Review of the draft Zone Code materials was put on hold as the work effort was focused on the rollout of our short-term rental program, the County and City's own cannabis programs, and the Department's increased workload due to COVID-19. The Department will focus on Density Bonus and ADU updates first using grant funds, followed by the comprehensive Zone Code update incorporating material from the General/Coastal Plan update.

Program: ADVANCED PLANNING: Design Standards and Guidance	
• Staff Report/Public Workshops • Planning Commission and City Council Hearings • Submittal to Coastal Commission	**Ongoing.** Work on the Downtown Design Guidelines and updates to the Residential Design Guidelines by the Ad-Hoc Design Review Committee has stalled due in part to staff workload and COVID-19 redirecting staff resources. The new Principal Planner in the three-year Advanced Planning Section will be responsible for bringing these items forward.

Program: ADVANCED PLANNING: Response to State Housing Legislation	
• Staff Report/Public Workshops • Planning Commission and City Council Hearings • Submittal to Coastal Commission	**Ongoing.** Updates to the Density Bonus and ADU Sections of the Zone Code will be coordinated by the new Principal Planner in the three-year Advanced Planning Section. Grants have been secured for the Density Bonus and the ADU updates.

Program: DEVELOPMENT REVIEW & BUILDING	
Highway 101 Projects • Linden/Casitas Interchanges and Via Real Extension • South Coast HOV Lanes	**Ongoing.** Construction of the Interchanges project is nearing completion, with the installation of landscaping soon. The South Coast HOV Lanes project is now under construction.
Program: BUILDING	
Vulnerable Building Assessment and Policy • Identify potential soft-story structures • Review Building and Engineering plans • Meet with property owners • Identify a course of action to facilitate necessary retrofits	**Ongoing.** Potential "soft story" buildings have been identified and work has begun to review the building and engineering plans on file for these structures in order to determine if retrofits are needed. Following initiation and a first read of the proposed soft story Ordinance, a well-received public workshop was held on February 22, 2020. The City's intent to return for a first read with a revised Ordinance had been put on hold due to the impact of COVID-19 on the ability to have a robust public hearing. The ability to now have a Zoom Webinar for these hearings opens the possibility of moving forward with this work item this summer.

• Identify additional vulnerable buildings • Identify a course of action to facilitate necessary retrofits	

PUBLIC WORKS
2020 Work Plan Accomplishments

Activity	Comments
Program: Public Works Administration	
National Flood Insurance Program Community Rating System	Work on Community Rating System (CRS) Application was delayed. In the first half of this calendar year, staff was prioritized and reallocated to implement COVID-19 prevention measures including administering Temporary COVID-19 Encroachment Permit applications, temporary traffic control mobilizations, and homeless encampment cleanup operations. Staff continues to implement COVID-19 prevention measures to date. Reactivation of the CRS Application work is estimated within fourth quarter of calendar year 2020.
Pedestrian Bridge Inspection Program	Work on the request for proposal (RFP) was delayed. In the first half of this calendar year, staff was prioritized and reallocated to implement COVID-19 prevention measures including administering Temporary COVID-19 Encroachment Permit applications, temporary traffic control mobilizations, and homeless encampment cleanup operations. Staff continues to implement COVID-19 prevention measures to date. Reactivation of the RFP work is estimated within fourth quarter of calendar year 2020.
Program: Sustainability and Environment	
Sustainable Resources	• Via Real Stormwater Project. In June 2020, the Federal Emergency Management Agency (FEMA) approved federal-aid funds from the Hazard Mitigation Grant Program (HMGP) to start the engineering design. The engineering design is estimated to be complete within the first quarter of 2021. • The City is still awaiting the final SB 1383 Organics Diversion requirements. The existing Franchise Agreement is expected to be renegotiated to accommodate the new requirements. • Central Coast Community Energy, formerly Monterey Bay Community Power, will be rolling out services to the south coast agencies in October 2021. Currently staff is working on a coordinated outreach plan with other south coast agencies, including the City of Santa Barbara. • Strategic Energy Plan. Residential Energy Efficiency Workshop conducted in March 2020.
Program: Street Maintenance	
Pavement Management Program and Multi-Year Pavement Management Map	• 2020 Pavement Rehabilitation Project. Design completed in February 2020. Construction completed in August 2020. • Multi-Year Pavement Management Map completed in March 2020 and is currently in the City website for public access.
Street Tree Management Plan Update and Special Conditions Streets Management Plan	Consulting agreement issued to West Coast Arborists in July 2020. Drafts presented to the Tree Advisory Board in October 2020.

Program: Capital Improvements	
U.S. Highway 101 Projects	• Highway 101 HOV Carpinteria to Santa Barbara Project. Construction of Franklin Creek and Santa Monica Creek bridges, sound walls, drainage, and freeway pavement are in progress. • Highway 101 Linden Avenue-Casitas Pass Road Interchanges and Via Real Extension Project. Caltrans deemed the construction by the freeway contractor as complete. Punch list items for City public improvements are in progress. Landscape contractor on site. • Santa Claus Lane Bikeway Project. SBCAG is currently acting as the implementing agency of the environmental phase, and Caltrans is the CEQA/NEPA lead agency. The Mitigated Negative Declaration was certified in January 2020.
Rincon Multi-Use Trail Project	Plans, specifications, and estimate at 60-percent completion. The Subsequent Mitigated Negative Declaration was accepted and certified by the Planning Commission in January 2020. The Petition for Modification was submitted to the California Public Utilities Commission in July 2020. Preparation of the Focused Environmental Report is in progress.
Parking Lot No. 2 and Cactus Lane Improvements Project	Filing of Notice of Completion is anticipated in January 2021.
Carpinteria Avenue Bridge Replacement Project	In November 2020, Carpinteria Valley Water District accepted Utility Agreement (federal provisions). The eminent domain proceeding is complete. Right of Way Certification is estimated to be complete in December 2020. Federal-aid funds for construction will not be available until Federal Fiscal Year 2020-2021 (October 1). Start of construction is estimated in fall 2021.
City Hall Remediation and Renovation Project	Filing of Notice of Completion is anticipated in January 2021.
City Hall Campus Improvements	Work on request for proposal (RFP) was delayed. In the first half of this calendar year, staff was prioritized and reallocated to implement COVID-19 prevention measures including administering Temporary COVID-19 Encroachment Permit applications, temporary traffic control mobilizations, and homeless encampment cleanup operations. Staff continues to implement COVID-19 prevention measures to date. Reactivation of the RFP work is estimated within fourth quarter of calendar year 2020.
City Hall Solar Energy Generation and Storage Project	The request for qualification (RFQ) and request for proposal (RFP) are complete. The RFQ was issued in October 2020, and the RFP is estimated to be issued in January 2021.

Program: Watershed Management	
NPDES Phase II Small MS4 Permit	• Water Quality Monitoring. The City continues to conduct water quality monitoring in partnership with the cities of Goleta, Buellton, and Solvang and the County of Santa Barbara. All monitoring is done in accordance with the Phase II MS4 Permit 303(d) Monitoring Plan that has been approved by the Central Coast Regional Water Quality Control Board. The report is completed following analysis of all storm samples and submitted to the State Water Board via the SMARTS reporting system. The final report for Fiscal Year 19-20 was completed in June 2020. • The NPDES Phase II Small MS4 Permit was last updated and adopted in 2013. It is currently in the sixth year of the proposed 5-year permit cycle. A draft amended Permit was released and is under review. The City is a member of the California Storm Water Quality Association (CASQA), and a staff representative sits on a review committee for the draft amended Permit. It is expected for the amended Permit to be adopted in 2020. • Trash Implementation Plan. The plan was submitted to the State Water Resources Control Board (SWRCB) at the end of November 2018. It is expected that the SWRCB will issue an order for implementation by the end of December 2020. • Storm Drain Asset Inventory and Condition Assessment. Storm Drain Asset Inventory is ongoing.
Program: Transportation, Parking, and Lighting	
Improved Public Transit Services	No start of activities in meeting with SBMTD, developing alternatives, and presenting to the City Council.
Parking Management Plan	Administrative Draft was presented to Public Facility Site Acquisition/Development Committee in June 2020. Development of special website for Draft Parking Management Plan completed in October 2020.

PARKS & RECREATION & FACILITIES MAINTENANCE
2020 Work Plan Accomplishments

Activity	Comments
Department Staffing	The Department has filled the positions of Pool Superintendent, Aquatic Program Coordinator and Parks Maintenance Supervisor. A selection process for Park Maintenance Worker is ongoing.
Parks Landscape Maintenance Contracting	Working with the Public Works Department, the City has prepared park maintenance specifications and detailed exhibits of each park location. Solicitation of bids will begin in the Winter of 2021.
Carpinteria Bluffs III Acquisition	Negotiations on the Conservation Easement, The Endowment Agreement, the Offer to Dedicate and the Grant Deed Restrictions were completed and final escrow was closed by the end of March 2020.
Dog Park Project	Staff published a Dog Park Feasibility Study that concluded the 2.4 acre Lagunitas property may be a viable site, as well as consideration of a shared use park at El Carro. Staff has completed the acceptance of the offer to dedicate the Lagunitas park property. The City now owns it. Concept designs for a dedicated dog park and fenced off-leash areas have been prepared. An unfenced off-leash area in El Carro Park has been established as a pilot program.
Community Farm Project	Staff has negotiated an amendment to the condition of approval related to the transfer of the Whitney property from the State to best reflect the City's interest. Staff has conducted a neighborhood meeting to receive neighborhood feedback on the concrete fence. Staff has received a cost proposal for the fence, City is waiting for Caltrans to convey the property.

Activity	Comments
Carpinteria Shoreline Feasibility Study	The Study has come to a decision point where the ACOE staff believes it is best to transfer the study from the Feasibility Study Program to a Continuing Authority Program (CAP).
Vet Hall Maintenance and Planning	Other than routine maintenance, no action has taken place on this work item.
Carpinteria Coastal Vista Trail	After acquisition of a grant to partially fund acquisition, the City has acquired the trail easement in the Bluffs 2 planning area. A trail design has been prepared and a CDP application has been assembled for submittal to allow the City to consider permits to build the project. The application is expected to be submitted in early 2021.
Skate Park Planning and Permitting	The Project was given final approval and has obtained necessary permits to construct. Staff continues to negotiate for reciprocal easements on Chevron and City properties allowing the project to include required parking. Chevron has provided edits to the City's proposed easement language. The City Attorney's office is reviewing the new proposed language.
Linden Beach Plaza and Lifeguard Tower	Concept plans have been prepared that improve coastal access and ambiance. The concept lifeguard tower has also been drawn in an attempt to capture an iconic California Beach style. The next steps include consultations with the California State Parks Staff for receive comments.
Historical Marker Park AKA La Concha Park	A concept Design for a park at this location has been prepared. The next step was to have a public meeting on the concept. This has been delayed due to Covid-19 control protocols. A covid safe public relations effort is being designed.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 26, 2021

ITEM FOR COUNCIL CONSIDERATION

An update report on the result of good faith negotiations to resolve the dispute between the City of Carpinteria ("City") and the County of Santa Barbara Sheriff's Office ("Sheriff's Office") regarding proposed cost increases under the Agreement to Provide Law Enforcement Services between the City and County of Santa Barbara ("Agreement").

STAFF RECOMMENDATION

Action Item ___; Non-Action Item _X_

Receive an update report on the result of good faith negotiations to resolve the dispute between the City and the Sheriff's Office regarding proposed cost increases under the Agreement.

Sample Motion: I move to receive and file the update report on the result of good faith negotiations to resolve the dispute between the City and the Sheriff's Office regarding proposed cost increases under the Agreement.

BACKGROUND AND DISCUSSION

The City contracts with the Sheriff's Office for law enforcement services pursuant to the terms of the Agreement. In addition to the City, the cities of Buellton, Solvang, and Goleta also contract with the Sheriff's Office for law enforcement services (collectively "Contract Cities"). Law enforcement costs are the City's largest single expenditure, representing nearly 40% of all discretionary fund expenditures (i.e., General and Measure X Funds).[1] Historically, law enforcement services have helped to maintain a

[1] In FY 2019-2020 the City paid the County $3,884,808.00 for law enforcement services under the Agreement. Law enforcement services for the current FY 2020-21 are being invoiced at a monthly rate reflecting a disputed annual amount of $4,090,544.00.

very low crime rate in the City of Carpinteria and the City and Sheriff's Office have enjoyed a successful collaborative and cooperative working relationship since 1991.

The Sheriff's Office also leases a significant amount of space at Carpinteria City Hall in order to operate the Sheriff's Office's South Coast Substation, which provides support for patrol services within the City as well as to the unincorporated areas of Montecito, Summerland, and the greater Carpinteria Valley.

In 2016, the Sheriff's Office initiated a process to comprehensively update the Agreement, which had previously been updated in 2002. In June 2018, the City Council approved the successor Agreement for a one year term running from July 1, 2018 to June 30, 2019, with an option to extend the term for two consecutive one year periods. A stated purpose of the Sheriff's Office's interest in the comprehensive update was to ensure full cost recovery by the Sheriff's Office for its provision of law enforcement services to the Contract Cities.

In early 2019, the Sheriff's Office contacted the Contract Cities regarding several proposed amendments to the existing Agreement. Once again, a stated purpose of the Sheriff's Office in proposing amendments to the Agreement was to ensure full cost recovery by the Sheriff's Office. County and Contract Cities subsequently met and agreed to the following three amendments to the Agreement, each of which is generally described below.

1. Extension of Term. Establishment of a new initial four year term running from July 1, 2019 to June 30, 2023, with the option for the parties to agree to a subsequent two year extended term. (Agreement, Section 4.)
2. Ownership of Equipment. Clarification of provisions concerning ownership of equipment used in providing law enforcement services under Agreement. (Agreement, Section 8.)
3. Payment for Additional DSSU Time. Establishment of provisions requiring Contract Cities to pay for additional Deputy Sheriff Service Unit ("DSSU") time under certain circumstances where law enforcement services provided by the Sheriff's Office exceeded 112% of DSSU hours contracted for in each Contract Cities' respective Agreement. (Agreement, Exhibit A-1.)

These changes were adopted by the City Council as a part of an amended Agreement in June of 2019.

The Agreement also includes provisions for making annual adjustments to the compensation amount that each Contract City pays to the Sheriff's Office for law enforcement services for the following fiscal year ("FY"). (Agreement, Exhibit A-1.) These provisions specify that the Sheriff's Office will provide the City with an estimated compensation amount on or before November 1st of each year and a final recomputation of law enforcement costs on or before January 15th of each calendar year in order for the Contract Cities to have sufficient time to work any cost increases into their budgets for the following FY.

The City was initially notified by the Sheriff's Office on November 10, 2020 (after the Agreement's deadline to provide estimated costs for the proceeding FY) of an estimated 5.5% contract cost increase estimate for FY 2021-22. No supporting information was provided to the City in order to substantiate the proposed estimated cost increase pursuant to the annual recomputation provisions of the Agreement. The Sheriff's Office also informed the City at that time that a consultant had been hired "to develop improved cost methodology and fiscal reporting to contract cities" and recognized that any resulting changes to the Agreement would require either an amendment to the current Agreement or an entirely new, renegotiated agreement.

On January 14, 2021, the Sheriff's Office provided the City with the final annual recomputation for FY 2021-22 in the amount of $5,620,041.00, which equates to a thirty-seven percent (37%) increase over previous FY law enforcement costs. (*See* **Attachment A**.) The City believes that this proposed increase is, in part, the result of law enforcement service costs being calculated inconsistent with the terms of the Agreement and that the monthly invoiced amounts being provided to the City for FY 2020-2021 are inconsistent with both the final recomputation provided to the City during its meeting with the Sheriff's Office on February 19, 2020 and the methodology for annual recomputation authorized by the Agreement.

As a result, on February 8, 2021, the City Council authorized sending a Notice of Dispute to the Sheriff's Office concerning both the calculation of monthly invoiced amounts for the current FY 2020-21 and the final annual recomputation for the upcoming FY 2021-22. Each of the Contract Cities has filed a Notice of Dispute with the Sheriff's Office concerning the proposed final annual recomputation of compensation that was provided by the Sheriff's Office on January 14, 2021. The bases for the Notices of Dispute are included in each of the Cities' Notice of Dispute letters, attached hereto as **Attachment B**. Under the terms of the Agreement, submission of a Notice of Dispute triggers the Agreement's dispute resolution provisions which include a 30-day good faith negotiation period followed by mediation.

The City received a letter response from the Sheriff's Office, dated February 11, 2021, acknowledging its Notice of Dispute and committing to working with the Contract Cities on resolving the dispute. The Sheriff's Office subsequently scheduled a joint call with the City Managers of the four Contract Cities for February 19; however, the Sheriff's Office's representatives that attended the meeting were not authorized to negotiate and simply requested that the Contract Cities restate their concerns (i.e., the bases for dispute set out in each Contract Cities' Notice of Dispute). As such, there was no progress made at this meeting to resolve the dispute and no further meetings were scheduled with the Contract Cities to continue negotiations prior to the expiration of the initial 30-day good faith negotiation period.

On February 22, 2021, the City Council authorized the Mayor to jointly sign and submit a letter with the mayors from the four Contract Cities (*see* **Attachment C**), requesting the County Board of Supervisors and the Sheriff's Office to take certain actions that could lead to resolution of the dispute.

On March 3, at the request of the Contract Cities, a meeting was held with the County Administrator, Mona Miyasato, and the County Auditor-Controller, Betsy Shaffer. Sheriff Brown attended the meeting and, as a part of the discussion, proposed a 45-day extension to the Agreement's 30-day period for good faith negotiations. The next day, the City received a letter from the Sheriff's Department requesting an extension of the Agreement's good faith negotiation. (*See* **Attachment D**). On March 8, 2021, the City Council approved the Sheriff's request to extend good faith negotiations through April 26, 2011.

Following this extension of good faith negotiations, the Contract Cities and the Sheriff's Office participated in good faith negotiation sessions on both March 30 and April 15, which the Sheriff's Office stated was the last possible day to hold negotiations under the current extension since Sheriff Brown would be traveling out of state through the last week of April. The Sheriff's Office and the Contract Cities were unable to reach agreement as of the end of the negotiation session on April 15. Sheriff Brown is expected to share the Contract Cities' proposed resolution with the Board of Supervisors during an upcoming meeting. The details of the offers and other information exchanged during settlement talks is confidential and was discussed with the City Council during the separate Closed Session portion of tonight's City Council meeting.

The purpose of this action item is to provide the City Council with an update on the status of the ongoing dispute with the Sheriff's Office regarding the proposed cost increases under the Agreement. It is expected that the four Contract Cities will continue to collaborate in the dispute resolution process related to this matter, including if necessary, the engagement of a mediator and conduct of mediation. The City Manager, Administrative Services Director and City Attorney's Office have been representing the City during negotiations and will continue to do so.

POLICY

Ensuring that compensation for law enforcement services to the City are accurate and consistent with terms of the executed Agreement is an important part of the City's fiduciary responsibility.

FINANCIAL CONSIDERATIONS

The final cost recomputation proposed by the Sheriff's Office of approximately $5.6 million represents an increase of approximately 37% over what is currently being invoiced to City for FY 2020-21. The Sheriff's Office is currently invoicing the City based on an adjusted FY 2020-21 compensation amount of just under $4.1 million, which is being disputed by the City since it includes "true-up" costs that the City believes were calculated in a manner that violates the agreed-up terms of the Agreement.

The City's position is that $3.88 million, which is the final FY 2020-21 compensation cost amount provided by the Sheriff's Office in February 2020, is the correct annual amount pursuant the Agreement. The proposed increase to $5.6 million represents a nearly 45% increase from the correct FY 2020-21 City cost for law enforcement services.

Because current charges are also in dispute, staff has calculated a range from $1.529 to $1.735 million as the estimated annual increase being proposed by the Sheriff's Office. The City operates on a FY running from July 1 to June 30. Therefore, the proposed amount would become effective July 1, 2021, and require consideration in the preparation of the City's annual budget for the upcoming FY.

Law enforcement service costs represent the City's largest single expenditure in both the General Fund and Measure X Fund. It is expected that service level cuts would be a part of the necessary financial responses considered by the City should a final contract cost approach the amount being proposed by the Sheriff's Office.

LEGAL AND RISK MANAGEMENT

The Agreement includes provisions that aim to protect the City from certain liabilities associated with the delivery of law enforcement services, including unanticipated costs, and provides mutual indemnification for the City and the Sheriff's Office.

Section 26 of the Agreement also sets forth a dispute resolution process which require parties to submit a notice of dispute, engage in a 30-day good faith negotiation period, and enter into non-binding mediation prior to litigating a dispute through the court system. As mentioned above, all four Contract Cities submitted notices of dispute in February, triggering the Agreement's dispute resolution process and non-binding mediation. Following the parties' attempts at resolving the dispute during good faith negotiations, the Contract Cities and the Sheriff's Office have the option of referring the dispute to a neutral mediator who will hear from all parties and issue a written decision. According to the terms of the Agreement, the costs of this process are to be split equally between the parties. (Agreement, Section 26.)

OPTIONS

1. Receive and file the update report provided by the City Manager on the status of good faith negotiations to resolve the dispute between the City and the Sheriff's Office regarding proposed cost increases under the Agreement (Staff recommendation).
2. Provide other direction to staff, as determined appropriate.

ATTACHMENTS

- **A.** Final Recomputation of Compensation for FY 2021-22
- **B.** Contract Cities' Notices of Dispute
- **C.** Joint Mayors' letter
- **D.** Sheriff's 45-day extension request

Reviewed by: Jena Acos,
City Attorney's Office

for J. Acos
Signature

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

Signature

ATTACHMENT A

Exhibit E-3
Annual Cost Computation
Fiscal Year 2021-22

Carpinteria

DSU Summary - Contract Cost	**Hours Purchased**	18,482

Patrol Costs	**Hourly Rate**	**Total Contract Cost**
Deputy Costs		
Deputy S&B Cost	100.75	1,862,062
Indirect Rate @ 8.59%	8.65	159,869
Deputy S&B Cost	*109.40*	*2,021,931*
Patrol Support		
ADMN OFFICE PRO I	0.12	2,218
ADMN OFFICE PRO II	3.62	66,905
ADMN OFFICE PRO SR	1.87	34,561
SHERIFFS COMMANDER	3.93	72,634
SHERIFFS LIEUTENANT	5.01	92,595
SHERIFFS SERGEANT	25.81	477,020
SHERIFF'S SERVICE TECHNICIAN	1.03	19,036
Indirect Rate @ 8.59%	3.56	65,796
Patrol Support S&B	*44.95*	*830,766*
Direct Patrol S&S	*16.16*	*298,669*
Total Patrol Cost	**170.51**	**3,151,366**

Law Enforcement Support Costs (includes S&B, Indirect, Inflation, and S&S Costs)		
Investigations		
General Investigations	30.09	556,123
SOD, Narcotics	5.44	100,542
SOD, Intelligence	2.49	46,020
SOD, High Tech Crime Unit	2.46	45,466
Total Investigations	*40.48*	*748,151*
Forensics	4.50	83,169
Crime Analysis Unit	1.11	20,515
Property & Evidence	3.41	63,024
Total Law Enforcement Support	**49.50**	**914,859**
Hourly Contract Rate	**220.01**	**4,066,225**
Menu Items		266,245
Dispatch		209,541
DSU Admin		25,675
FY 19-20 True-up		774,182
3% Inflation per year		278,172
Total Contract		**5,620,041**

Carpinteria - Menu Items Detail FY 19-20 (actuals)

Position	Reimbursable Cost	Basis Hours	Full Cost	Unreimbursable Cost
Community Resource Deputy	177,033	1,571	177,033	-
Total S&B	***177,033***	***1,571***	***177,033***	-
Patrol Support				
ADMN OFFICE PRO I	196.46		396	
ADMN OFFICE PRO II	5,732.48		11,553	
ADMN OFFICE PRO II - EXH	1.38		3	
ADMN OFFICE PRO SR	2,969.61		5,985	
CUSTODIAN - EXH	2.58		5	
SHERIFFS COMMANDER	6,236.83		12,570	
SHERIFFS LIEUTENANT	7,936.70		15,996	
SHERIFFS SERGEANT	40,913.83		82,458	
SHERIFF'S SERVICE TECHNICIAN	1,637.48		3,300	
S&S Cost	23,585		23,585	
Motor Credit			-	
Total Patrol Support	***89,212***		***155,850***	
Total Menu Costs	**266,245**	**1,571**	**488,733**	-

ATTACHMENT B

City of Buellton

March 12, 2021

VIA U.S. MAIL AND EMAIL

Santa Barbara County Sheriff Bill Brown
P.O. Box 6427
Santa Barbara, CA 93160

RE: Acceptance of Request for Extension of Dispute Resolution Period

Dear Sheriff Brown:

The City Council of the City of Buellton appreciates your willingness to work cooperatively to resolve the current contract dispute. They wish to express their appreciation of your personal involvement in this matter and their desire to work with the County and the Sheriff's Department to come to a solution that benefits all parties.

To that end, the City Council has agreed to the requested extension to April 26, 2021. In doing so, the Buellton City Council wishes to echo the expectations expressed by the City of Carpinteria in its Mayor's recent letter to you, namely:

1. That in light of budgetary and time constraints, the Sheriff's Office reverse any charges associated with the incorrect billing of hours outside of contracted hours for Fiscal Year 2020/21 and eliminate all hours beyond the contracted hours from the proposed Fiscal Year 2021/22 rate calculation.

2. That the Sheriff's Department complete the process of providing supporting documentation requested by the four Contract Cities and other necessary information in a timely fashion so that the Contract Cities to are able to analyze, discuss further questions that arise, conduct supplemental analysis, if necessary, and deliver our findings to our respective City Councils for direction pertaining to the possible negotiation of any new contract terms, within the extended dispute resolution period.

3. That the Sheriff's Department representatives attending dispute resolution meetings be authorized to engage in discussions pertaining to the Contract Cities' disputes, including discussion of potential options for resolution.

The City of Buellton has enjoyed a cooperative relationship with the Sheriff's Department and the County of Santa Barbara for many years, and desires its continuation. However, the changes in terms and increased costs as proposed by the Sheriff's Department for the upcoming Fiscal Year cannot be accommodated by the City. It is the Buellton City Council's hope, as well as my own,

that this relationship can continue through the efforts of all parties involved to reach a mutually beneficial resolution. I look forward to working with you, your staff, and the other Contract Cities to reach this goal.

Sincerely,

Scott Wolfe, ICMA-CM
City Manager

cc: Buellton Mayor and City Council
Carpinteria City Manager, Dave Durflinger
Goleta City Manager, Michelle Greene
Solvang City Manager, Xenia Bradford

CITY of CARPINTERIA, CALIFORNIA

February 8, 2021

Sheriff Bill Brown
P.O. Box 6427
Santa Barbara CA 93160

Re: Notice of Contract Dispute Concerning Proposed FY 2020-2021 Compensation and FY 2021-2022 Recomputated Compensation under the Agreement to Provide Law Enforcement Services between the City of Carpinteria and County of Santa Barbara

Dear Sheriff Brown:

On behalf of the City of Carpinteria ("City"), this letter serves as formal notice of a contract dispute pursuant to Section 26 of the terms of the Agreement to Provide Law Enforcement Services between the City and County of Santa Barbara ("Agreement").

On November 10, 2020, the County of Santa Barbara Sheriff's Office ("Sheriff's Office") informed the City that it estimated a 5.5 percent increase in contract costs for law enforcement services for fiscal year ("FY") 2021-2022. As a result, the City was surprised when, on January 14, 2021, the Sheriff's Office provided the final annual recomputation for FY 2021-2022, which reflected a significantly larger increase of approximately 37 percent over prior year contract costs. The City believes that this proposed increase, in part, is the result of law enforcement service costs being calculated inconsistent with the terms of the Agreement. The City also believes that the monthly invoiced amounts being provided to the City for FY 2020-2021 are inconsistent with both the final recomputation provided to the City during its meeting with the Sheriff's Office on February 19, 2020 and the methodology for annual recomputation authorized by the Agreement.

Further, the City asserts that the Sheriff's Office has failed to satisfy its contractual obligation to work transparently and collaboratively with the City in order to avoid unexpected cost increases. This failure, evidenced by the dramatic shift from a 5.5 percent increase to a 37 percent increase over the course of a two month period, frustrates not only the text—but also the spirt and purpose—of the Agreement.[1]

The City requests the Sheriff's Office to confirm receipt of this notice and, consistent with the terms of the Agreement, its prompt attention to the concerns described herein.

Compensation Charges for FY 2020-2021 Improperly Include Charges for Additional DSSU Hours and Increase in Hourly Rate. The City contracts for two regular Deputy Sheriff Service Units ("DSSU"). A DSSU includes 8,760 hours annually, which equates to a total of 17,520 total hours per year. In March 2020, well after the final annual recomputation had been provided by the Sheriff's Office to the City, the Sheriff's Office advised the City that it would be amending True-Up Costs to include patrol time that exceeded the 17,520 contracted amount in the FY 2018-2019. As a threshold concern, the Sheriff's Office has not provided the City with

[1] Depending which version of the City's Annual Cost Computation for FY 2020-2021 is referred to, the increase of prior year charges range from approximately 37 percent to nearly 45 percent.

documentation sufficient to understand how much time was worked, by whom, and for what purpose, for the City to determine whether additional DSSU time has been correctly allocated to the City. Second, and more importantly, the Agreement does not allow for the Sheriff's Office to assess overages on an ongoing basis in this manner.

Pursuant to Exhibit A-1 to the Agreement, the City is not required to pay for DSSU overages until services exceed 112 percent for three (3) consecutive months (and only after a mandatory meet and confer between the City and the Sherriff's Office). Only after these two events would the City be obligated to "pay the percentage above 112% at the [DSSU] rate for those consecutive months." Further, when the City "compliance rate falls below 112% for a calendar month, [the City] will no longer pay the percentage above 112% at the [DSSU] rate unless and until the compliance rate" again exceeds 112 percent for three months. The Agreement's "true-up" cost model, set forth in Exhibit C to the Agreement, does not authorize the Sheriff's Office to charge for hours that exceed 100 percent compliance with the City's contracted DSSU hours; instead, it details the "direct and indirect costs of providing one hour of [DSSU] services."

Third, the Agreement does not authorize the County to unilaterally increase the 17,520 DSSU. Before being charged for DSSU hours above the City's contracted 17,520 hours (notwithstanding the Parties' agreement to charge for hours above 112 percent as set forth in Exhibit A-1), the City and the Sheriff's Office would have to negotiate and mutually agree on a written amendment to the Agreement. Until this occurs, the City plans to reduce payments to reflect the terms of the current Agreement and the City's total number of contracted DSSU hours.

Further, without providing any support or explanation—and well after the deadline for the final recomputation of compensation to be provided to the City—the Sheriff's Office also increased the hourly rate for each DSSU hour in the proposed FY 2020-2021 budget.

The Recomputated Compensation for FY 2021-2022 is Inconsistent with the Terms of the Agreement. In addition to unilaterally increasing the City's number of contracted DSSU hours (as detailed above), the January 14, 2021 presentation and recomputation worksheet provided to the City applies a three percent (3%) inflationary adjustment factor—twice. This recomputation is inconsistent with the terms of the Agreement for several reasons.

First, the Agreement includes specific direction for calculating the annual recomputation which the Sheriff's Office has not adequately demonstrated that it has followed. Second, inconsistent with the terms of the Agreement and as set forth above, the Sheriff's Office has included charges for all the time it has allocated to the City over 100 percent compliance with the contracted DSSU hours, rather than only charge for hours over 112 percent—and only after this level has been exceeded for three consecutive months—as was negotiated and is memorialized in the Agreement. As addressed in more detail below (and notwithstanding Exhibit A-1 to the Agreement), the Sheriff's Office has not provided the City with sufficient documentation to support that these additional hours should be charged to the City. Lastly, in the absence of a specific supporting reference in the Agreement, the City fundamentally disagrees that a 3 percent inflationary adjustment can be applied at all, much less twice, without an amendment to the Agreement.

The Sheriff's Office Breached its Contractual Obligation to Work Transparently and Collaboratively with the City. One of the Agreement's key terms—and which is woven in to various provisions—is both parties' commitment to engaging in a transparent and collaborative

process to develop, evaluate, and plan for future contracted law enforcement service levels and associated costs. For example, Section 2(A) of Exhibit B to the Agreement dictates deadlines for the Sheriff's Office to provide both an estimate and final recomputation of costs annually (on November 1 and January 15, respectively). This requirement serves the necessary purpose of allowing the City adequate time to plan for and incorporate future cost adjustments into the City's budget.

These provisions were included in the Agreement to guard against the precise position in which the City finds itself: presented with a proposed cost increase of approximately 37 percent that is $1.28 million more than the estimate provided in November 2020. By bypassing the Agreement's various requirements to work transparently and collaboratively, the Sheriff's Office has created a situation where the City has no choice but to challenge the Sheriff's Office for breach of contract.

The Sheriff's Office has also failed to provide the City access to the information and data on which the proposed contract cost increases are based. As a result, the City is unable to estimate the actual amount in dispute and the City hereby reserves the right to provide the precise disputed amount once the County provides access to the necessary information and data. Given the Sheriff's Office's lack of transparency and collaboration, the City also anticipates that a more in-depth review of the methodology for the proposed cost increases could give rise to additional grounds for dispute. Thus, the City also hereby reserves the right to raise further challenges arising in any way from the Sheriff's Office's past, present, or future conduct during this process.

To facilitate the City's review of the Sheriff's Office's methodology for its proposed cost increases the City requests that the Sheriff's Office immediately provide the City with the following documents and information. If necessary, please consider this request a public records act request pursuant to Government Code section 6250 *et seq.*

1. Any and all documents produced by the Sheriff's Office, the Natelson Dale Group, or the Auditor Controller's Office that are related in any way to the Sheriff's Office's recomputation of costs for FY 2021-2022;
2. Any and all documents determining, calculating, or otherwise demonstrating or prepared for the purpose of demonstrating the Sheriff's Office's FY 2018-2019 actual expenditures;
3. Any and all documents determining, calculating, or otherwise demonstrating or prepared for the purpose of demonstrating the Sheriff's Office's FY 2019-2020 actual expenditures; and
4. Request for Proposal or Request for Qualifications to which Natelson Dale Group responded and the contract for services between the Sheriff's Office or County and Natelson Dale Group.

The City is committed to working with the Sheriff's Office to address the issues raised above. However, until, at a minimum, the City has had an opportunity to review, evaluate, and discuss the information requested, the City cannot accept the proposed FY 2021-2022 cost increases. Pursuant to the terms of the Agreement, should the Sheriff's Office reject this proposal and a resolution is not reached within thirty (30) days of receipt of this letter, the City will initiate the additional dispute resolution procedures described in Section 26 of the Agreement.

Should you have questions about the City's concerns please contact City Manager Dave Durflinger at (805) 755-4400 or daved@ci.carpinteria.ca.us. Thank you for your attention to this matter. We look forward to your response.

Sincerely,

Dave Durflinger
City Manager

Cc: Mona Miyasato, County Executive Officer
Michelle Greene, Goleta City Manager
Xenia Bradford, Solvang City Manager
Scott Wolfe, Buellton City Manager

CITY OF GOLETA

February 10, 2021

Sheriff Bill Brown
P.O. Box 6427
Santa Barbara, CA 93160

CITY COUNCIL

Paula Perotte
Mayor

James Kyriaco
Mayor Pro Tempore

Roger S. Aceves
Councilmember

Stuart Kasdin
Councilmember

Kyle Richards
Councilmember

CITY MANAGER
Michelle Greene

RE: Contract Dispute Concerning the Agreement to Provide Law Enforcement Services between the City of Goleta and County of Santa Barbara

Dear Sheriff Brown:

Pursuant to Section 26 of the Agreement to Provide Law Enforcement Services between the City of Goleta and County of Santa Barbara ("Agreement"), please accept this letter as formal notice of a contract dispute.

On November 10, 2020, the County of Santa Barbara Sheriff Office ("Sheriff's Office") informed the City of Goleta ("City") that the Sheriff's Office was estimating a 5.5% increase in contract costs for law enforcement services for fiscal year ("FY") 2021-2022. However, on January 14, 2021, the Sheriff's Office provided the final annual recomputation for FY 2021-2022, which reflected a significantly larger cost increase of approximately 30%. As of right now, it is the City's position that this exorbitant proposed increase resulted from use of a cost formula that deviates from the terms of the Agreement. Furthermore, the City asserts that the County has failed to satisfy its contractual obligation to facilitate and participate with the City in the collaborative process required by the Agreement and designed to enable relatively predictable cost increase forecasts and subsequent City budgetary decisions. This failure, evidenced by the dramatic shift from a 5.5% increase to a 29.4% increase over the course of a mere two months, frustrates the very purpose of the Agreement, and necessitates further discussions.

The FY 2021-2022 Costs Were Improperly Calculated and Assessed

The Agreement includes specific direction for calculating the annual recomputation. And, thus far, the Sheriff's Office has not adequately demonstrated compliance with this process. The City contracts for three (3) regular Deputy Sheriff Service Units ("DSSU"). A DSSU includes 8,760 hours annually, which equates to a total of 26,280 total hours per year. On September 30, 2020 the Sheriff's Office advised the City that it would be increasing the City's contracted for hours to 27,532 based on the City's hourly overages in

previous years. As a threshold concern, the Sheriff's Office has not provided documentation that sufficiently details how much time was worked, by whom this time was worked, and for what purposes this time was worked to support these prior hourly overages. And without this documentation the City cannot determine whether additional DSSU time has been correctly allocated to the City. Second, and more importantly, the overall computation itself violates the terms of the Agreement, which does not allow the Sheriff's Office to assess hourly overages on an ongoing basis.

Under Exhibit A-1 of the Agreement, the City is only required to pay for DSSU hourly overages if the compliance rate exceeds 112% for three consecutive months in a calendar year and only after the parties have engaged in a mandatory meet and confer. Upon this occurrence, the City would then be obligated to pay the percentage above 112% "at the Deputy Sheriff Service Unit rate *for those consecutive calendar months*." The City's payment at the DSSU rate of the percentage above 112% for those calendar months, in which the overage occurs, is the County's sole remedy, under the Agreement, for hourly overages. In fact, the Agreement specifically states that when the City "compliance rate falls below 112% for a calendar month, [the City] will no longer pay the percentage above 112% at the DSSU rate unless and until the compliance rate" again exceeds 112% for three months. This Section of the Agreement thereby specifies the County's one and only remedy for recouping the cost of hours that exceed the compliance rate.

To be more explicit, the incorporation of any hours that exceed 100% compliance in the True-Up computation model set forth in Section 7 of Exhibit C, is *not* the County's contractual remedy for recouping hours over the compliance rate. Rather, Section 7 of Exhibit C, allows the County to true-up the rate of a DSSU hour to reflect the actual cost of providing that hour. Therefore, the only circumstance, in which the True-Up would bear on the recoupment of hours over 100% compliance would be to increase the rate at which hours over 112% for three consecutive months would be paid to the County. Furthermore, the Agreement does not allow the County to unilaterally increase the 26,280 hours, for which the City has contracted. In fact, in the September 30, 2020 letter, the Undersheriff states that "the contract does not explicitly state this assumption" and that it would need to be reflected "in *future* law enforcement agreement language." Thus, an adjustment to the total number of contracted for hours would require an amendment to the contract, which, as you are aware, requires the consent of both parties.

In addition to the above concerns, the Sheriff's Office also applied a three percent (3%) inflationary adjustment factor—twice. The Sheriff's Office may have included this inflationary adjustment factor in an attempt to incorporate estimated rate increases associated with actual salary and benefit adjustments. And, if this is the case, the City may benefit in the short term from these relatively low estimates. However, this methodology only further exposes the City to volatile future rate increases when the Sheriff inevitably does include the actual salary and benefit cost increases. Thereby, the substitution of these inflationary adjustment factors only further inhibits the City's ability to incorporate reasonable cost projections into future budgetary plans. Furthermore, nowhere does the Agreement provide for the application of this inflationary adjustment. Therefore, in the absence of supporting reference, in the Agreement, the City fundamentally disagrees that a 3% inflationary adjustment can be applied at all, much less twice, without amending the Agreement.

The Sheriff's Office Has Failed to Engage in the Collaborative and Transparent Process Required by the Agreement

The purpose of this Agreement was to provide a transparent, collaborative, and coordinated process of developing, evaluating, and planning for future contract service levels and costs. The City depends on the County's fidelity to this collaborative process, and, when the County fails to meet its contractual obligations to facilitate and participate in this process, the very purpose of the Agreement is frustrated.

The structure of this collaborative process runs throughout the fabric of the Agreement, but it can be seen most prominently in the County's contractual duties. For example, Section 2A of Exhibit B of the Agreement requires the County to provide a recomputed cost estimate to the City no later than November 1 of each year before providing a final recomputation on or before January 15 of the fiscal year. The provision of this initial cost estimate serves the vital purpose of allowing the City adequate time to plan for and incorporate any future cost adjustments into the City's budget. To that end, the Sheriff is further required, under Section 2 of Exhibit E, to work with the City in the event that the annual cost computations would have a substantial impact on the City budget, as determined by the City. Moreover, the very structure of the DSSU model, which provides the fundamental information necessary to determine with some accuracy the hours of service provided, is meant to provide the City with the ability to make reasonable estimates and projections, independent of the County's eventual cost recomputation, regarding how service and cost levels may fluctuate in the coming years.

In short, this Agreement was explicitly designed to guard against the precise position in which the City now finds itself. Having blindsided the City, at the last possible moment, with a proposed cost increase of nearly 30%, the Sheriff's Office has evaded the Agreement's many safeguards and thereby placed the City in the untenable position of either accepting costs, for which the City—rightfully so—did not budget, or accepting a dramatic and dangerous decrease in services levels. Given the history of this Agreement, the City had no reason to expect and, more importantly, no reason to plan for such an exorbitant proposed cost increase. In fact, past years' recomputation have resulted in cost increases well below 5%. And furthermore, in the letter dated September 30, 2020, the Undersheriff made assurances that a consultant had been hired for the very purpose of avoiding any further missed deadlines, thereby relieving the City of future untimely surprises. But instead, the County Sheriff has failed to abide by the terms of the Agreement and has thereby undermined the Agreement's purpose of providing the City with the ability to predict and budget for future cost increases.

The Sheriff's Office has failed to provide the City timely access to the information and data, on which these excessive proposed contract cost increases are based. While we appreciate the access given to the information provided on February 5, 2021, the provision of this information at this point does not provide the City sufficient time to perform its own analysis of the cost computation methodology uses. As a result, at this time, the City is unable to estimate the actual amount in dispute. However, the City hereby reserves the right to provide the precise disputed amount once the City has had the opportunity to thoroughly review the information and data provided. Furthermore, given the lack of transparency and collaboration offered by the County thus far, the City anticipates and expects that a more in-depth review of the methodology and

support for the proposed cost increases will give rise to additional grounds for dispute. Thus, the City also hereby reserves the right to raise further challenges arising in any way from the County's past, present, or future conduct during this process of determining the City's 21-22 FY costs. And, to facilitate the City's review of the Sheriff's Office's methodology and support for its proposed cost increases the City requests that the County immediately provide the City with the following documents and information:

1. FIN reports showing expenditures by line item for salaries and benefits charged in FY 17/18 through FY 19/20. The cost model data provided does not show the specific salary and benefit line items within the public safety personnel cost data, but rather show the total regular costs and overtime only in aggregate by position;

2. A report and/or memorandum that identifies, explains and justifies all expenditure increases between FY 20/21 and FY 21/22 by line item;

3. Any and all documents determining, calculating, or otherwise demonstrating or prepared for the purpose of demonstrating the Sheriff's Offices' FY 18/19 actual expenditures;

4. Any and all documents determining, calculating, or otherwise demonstrating or prepared for the purpose of demonstrating the Sheriff's Offices' FY 19/20 actual expenditures;

5. The contract for services between the Sheriff and Natelson Dale Group, Inc.;

6. The RFP to which Natelson Dale Group, Inc. responded; and

7. Copies of Natelson Dale Group, Inc.'s final report and the data on which the consultant relied.

Until, at a minimum, the City has had an opportunity to independently validate and confirm the data that has been provided and the information that is being requested, the City cannot accept the proposed FY 21-22 cost increases as presented. Due to the Sheriff's Office's contractual violations, the City has neither budgeted for nor raised the revenue necessary to cover these costs. And even in the event that these monies were available, the City would still require substantial time to evaluate the information and documents requested of the County. And accordingly this is our formal request that, pursuant to the terms of the Agreement, the Sherriff's Office respond to this letter within thirty (30) days of receipt thereof.

Should you or members of your staff in the Contracts Services Bureau have questions regarding the above information, we encourage you to please contact me or Interim Neighborhood Services and Public Safety Director, Jaime Valdez. We value and appreciate our excellent relationship with the Sheriff Office. And we look forward to resolving this issue, so that we may continue to work together to provide Goleta's citizens with the exceptional law enforcement services they have come to know and appreciate.

Sincerely,

Michelle Greene, City Manager

cc: Mayor Paula Perotte
Mayor Pro Tempore James Kyriaco
Councilmember Kyle Richards
Councilmember Roger S. Aceves
Councilmember Stuart Kasdin
County CEO, Mona Miyasato
Board Supervisor Gregg Hart
Board Supervisor Joan Hartman

The City of SOLVANG Danish Capital of America

February 12, 2021

Sheriff Bill Brown
P.O. Box 6427
Santa Barbara CA 93160

Re: Notice of Contract Dispute Concerning Proposed FY 2020-2021 Compensation and FY 2021-2022 Recomputed Compensation under the Agreement to Provide Law Enforcement Services between the City of Solvang and County of Santa Barbara

Dear Sheriff Brown:

On behalf of the City of Solvang ("City"), this letter serves as formal notice of a contract dispute pursuant to Section 26 of the terms of the Agreement to Provide Law Enforcement Services between the City and County of Santa Barbara ("Agreement").

On November 10, 2020, the County of Santa Barbara Sheriff's Office ("Sheriff's Office") informed the City that it estimated a 5.5 percent increase in contract costs for law enforcement services for fiscal year ("FY") 2021-2022. As a result, the City was surprised when, on January 14, 2021, the Sheriff's Office provided the final annual recomputation for FY 2021-2022, which reflected a significantly larger increase of approximately 37 percent over prior year contract costs. As of right now, it is the City's position that this exorbitant proposed increase resulted from use of a cost formula that deviates from the terms of the Agreement. Furthermore, the City asserts that the County has failed to satisfy its contractual obligation to facilitate and participate with the City in the collaborative process required by the Agreement and designed to enable relatively predictable cost increase forecasts and subsequent City budgetary decisions. This failure, evidenced by the dramatic shift from a 5.5 percent increase to a 37 percent increase over the course of a mere two months, frustrates the very purpose of the Agreement, and necessitates further discussions.

The City requests the Sheriff's Office to confirm receipt of this notice and, consistent with the terms of the Agreement, its prompt attention to the concerns described herein.

The FY 2021-2022 Costs Were Improperly Calculated and Assessed

The Agreement includes specific direction for calculating the annual recomputation. And, thus far, the Sheriff's Office has not adequately demonstrated compliance with this process. The City contracts for one (1) regular Deputy Sheriff Service Unit ("DSSU"). A DSSU includes 8,760 hours annually, which equates to a total of 8,760 total hours per year.

Under Exhibit A-1 of the Agreement, the City is only required to pay for DSSU hourly overages if the compliance rate exceeds 112% for three consecutive months in a calendar year and only after the parties have engaged in a mandatory meet and confer. Upon this occurrence, the City would then be obligated to pay the percentage above 112% "at the Deputy Sheriff Service Unit rate for those consecutive calendar months." The City's payment at the DSSU rate of the percentage above 112% for those calendar months, in which the overage occurs, is the County's sole remedy, under the Agreement, for hourly overages. In fact, the Agreement specifically states that when the City "compliance rate falls below 112% for a calendar month, [the City] will no longer pay the percentage above 112% at the DSSU rate unless and until the compliance rate" again exceeds 112% for three months. This Section of the Agreement thereby specifies the County's one and only remedy for recouping the cost of hours that exceed the compliance rate.

To be more explicit, the incorporation of any hours that exceed 100% compliance in the True-Up computation model set forth in Section 7 of Exhibit C, is not the County's contractual remedy for recouping hours over the compliance rate. Rather, Section 7 of Exhibit C, allows the County to true-up the rate of a DSSU hour to reflect the actual cost of providing that hour. Therefore, the only circumstance in which the True-Up would bear on the recoupment of hours over 100% compliance would be to increase the rate at which hours over 112% for three consecutive months would be paid to the County. Furthermore, the Agreement does not allow the County to unilaterally increase the 8,760 hours, for which the City has contracted. In fact, in the September 30, 2020 letter, the Undersheriff states that "the contract does not explicitly state this assumption" and that it would need to be reflected "in future law enforcement agreement language." Thus, an adjustment to the total number of contracted for hours would require an amendment to the contract, which, as you are aware, requires the consent of both parties.

In addition to the above concerns, the Sheriff's Office also applied a three percent (3%) inflationary adjustment factor—twice. The Sheriff's Office may have included this inflationary adjustment factor in an attempt to incorporate estimated rate increases associated with actual salary and benefit adjustments. And, if this is the case, the City may benefit in the short term from these relatively low estimates. However, this methodology only further exposes the City to volatile future rate increases when the Sheriff inevitably does include the actual salary and benefit cost increases. Thereby, the substitution of these inflationary adjustment factors only further inhibits the City's ability to incorporate reasonable cost projections into future budgetary plans. Furthermore, nowhere does the Agreement provide for the application of this inflationary adjustment. Therefore, in the absence of supporting reference, in the Agreement, the City fundamentally disagrees that a 3% inflationary adjustment can be applied at all, much less twice, without amending the Agreement.

Finally, the City questions the inclusion of countywide Sheriff services in the model and inclusion of overtime.

The Sheriff's Office Has Failed to Engage in the Collaborative and Transparent Process Required by the Agreement

The purpose of this Agreement was to provide a transparent, collaborative, and coordinated process of developing, evaluating, and planning for future contract service levels and costs. The City depends on the County's fidelity to this collaborative process, and, when the County fails to meet its contractual obligations to facilitate and participate in this process, the very purpose of the Agreement is frustrated.

The structure of this collaborative process runs throughout the fabric of the Agreement, but it can be seen most prominently in the County's contractual duties. For example, Section 2A of Exhibit B of the Agreement requires the County to provide a recomputed cost estimate to the City no later than November 1 of each year before providing a final recomputation on or before January 15 of the fiscal year. The provision of this initial cost estimate serves the vital purpose of allowing the City adequate time to plan for and incorporate any future cost adjustments into the City's budget. To that end, the Sheriff is further required, under Section 2 of Exhibit B, to work with the City in the event that the annual cost computations would have a substantial impact on the City budget, as determined by the City. Moreover, the very structure of the DSSU model, which provides the fundamental information necessary to determine with some accuracy the hours of service provided, is meant to provide the City with the ability to make reasonable estimates and projections, independent of the County's eventual cost recomputation, regarding how service and cost levels may fluctuate in the coming years.

In short, this Agreement was explicitly designed to guard against the precise position in which the City now finds itself. Having blindsided the City, at the last possible moment, with a proposed cost increase of nearly 37%, the Sheriff's Office has evaded the Agreement's many safeguards and thereby placed the City in the untenable position of either accepting costs, for which the City—rightfully so—did not budget, or accepting a dramatic and dangerous decrease in services levels. Given the history of this Agreement, the City had no reason to expect and, more importantly, no reason to plan for such an exorbitant proposed cost increase. In fact, past years' recomputation have resulted in cost increases well below 5%. And furthermore, in the letter dated September 30, 2020, the Undersheriff made assurances that a consultant had been hired for the very purpose of avoiding any further missed deadlines, thereby relieving the City of future untimely surprises. But instead, the County Sheriff has failed to abide by the terms of the Agreement and has thereby undermined the Agreement's purpose of providing the City with the ability to predict and budget for future cost increases.

The Sheriff's Office has failed to provide the City timely access to the information and data, on which these excessive proposed contract cost increases are based. While we appreciate the access given to the information provided on February 5, 2021, the provision of this information at this point does not provide the City sufficient time to perform its own analysis of the cost computation methodology uses and more information is needed. As a result, at this time, the City is unable to estimate the actual amount in dispute. However, the City hereby reserves the right to provide the precise disputed amount once the City has had the opportunity to thoroughly review

the information and data provided. Furthermore, given the lack of transparency and collaboration offered by the County thus far, the City anticipates and expects that a more in-depth review of the methodology and support for the proposed cost increases will give rise to additional grounds for dispute. Thus, the City also hereby reserves the right to raise further challenges arising in any way from the County's past, present, or future conduct during this process of determining the City's 21-22 FY costs. And, to facilitate the City's review of the Sheriff's Office's methodology and support for its proposed cost increases the City requests that the County immediately provide the City with the following documents and information:

1. FIN reports showing expenditures by line item for salaries and benefits charged in FY 17/18 through FY 19/20. The cost model data provided does not show the specific salary and benefit line items within the public safety personnel cost data, but rather show the total regular costs and overtime only in aggregate by position;

2. A report and/or memorandum that identifies, explains and justifies all expenditure increases between FY 20/21 and FY 21/22 by line item;

3. Any and all documents determining, calculating, or otherwise demonstrating or prepared for the purpose of demonstrating the Sheriff's Offices' FY 18/19 actual expenditures;

4. Any and all documents determining, calculating, or otherwise demonstrating or prepared for the purpose of demonstrating the Sheriff's Offices' FY 19/20 actual expenditures;

5. The contract for services between the Sheriff and Natelson Dale Group, Inc.;

6. The RFP to which Natelson Dale Group, Inc. responded; and

7. Copies of Natelson Dale Group, Inc.'s final report and the data on which the consultant relied.

Until, at a minimum, the City has had an opportunity to independently validate and confirm the data that has been provided and the information that is being requested, the City cannot accept the proposed FY 21-22 cost increases as presented. Due to the Sheriff's Office's contractual violations, the City has neither budgeted for nor raised the revenue necessary to cover these costs. And even in the event that these monies were available, the City would still require substantial time to evaluate the information and documents requested of the County. And accordingly this is our formal request that, pursuant to the terms of the Agreement, the Sherriff's Office respond to this letter within thirty (30) days of receipt thereof.

Should you or members of your staff in the Contracts Services Bureau have questions regarding the above information, we encourage you to please contact me. We value and appreciate our excellent relationship with the Sheriff Office. And we look forward to resolving this issue, so that we may continue to work together to provide Solvang's citizens with the exceptional law enforcement services they have come to know and appreciate.

Sincerely,

Xenia Bradford, City Manager

Cc:

Mayor Charlie Uhrig
Mayor Pro Tem Claudia Orona
Councilmember Robert Clarke
Councilmember Mark Infanti
Councilmember Jim Thomas
County CEO, Mona Miyasato
Goleta City Manager, Michelle Greene
Carpinteria City Manager, Dave Durflinger
Buellton City Manager, Scott Wolf

ATTACHMENT C

February 26, 2021

Santa Barbara County Clerk of the Board
Santa Barbara County Administration Building
105 East Anapamu Street
Santa Barbara, CA 93101
sbcob@countyofsb.org

Sheriff Bill Brown
P.O. Box 6427
Santa Barbara, CA 93160
wfb4029@sbsheriff.org

RE: Mayors' Joint Letter to the County of Santa Barbara Board of Supervisors and County Sheriff's Office

Dear Board of Supervisors and Sheriff Brown,

As Mayors for each of the four (4) cities (singularly "City" and collectively "Cities") that contract for law enforcement services through the County of Santa Barbara Sheriff's Office ("Sheriff's Office"), we write to you to collectively express our surprise and deep disappointment with the Sheriff's Office's recent announcement proposing substantial increased costs for law enforcement services. As you are aware, our Cities have been forced to initiate the dispute resolution process included in Section 26 of the Agreements. The Cities initiated this dispute resolution process in response to the Sheriff's Office's January 14, 2021 meeting where the Sheriff presented the final proposed annual cost increase for fiscal year FY 2021-2022.[1] As the entities entrusted by our constituents to responsibly manage and allocate our budgets for the optimal public benefit, we are alarmed by the Sheriff's Office's unexpected, significant, and unsupported proposed cost increases.

The issue of law enforcement budget growth is currently one of great national concern, and we are intimately aware that our constituents are especially attuned to increases in law enforcement costs. For these reasons and for those detailed below, we cannot, at this time, agree to payment of the proposed cost increases. Due to the substantial impact that these unanticipated cost increases will have on our ability to balance our budgets and meet our

[1] The January 14, 2021 presentation was entitled "Cost Allocation/Recovery Analysis".

constituents' needs we request your immediate attention to this important matter. On behalf of our Cities, we request that the Sheriff's Office:

1. **Recalculate fiscal year ("FY") 2021-2022 charges in a manner consistent with the terms of each Cities' current agreement to provide law enforcement services (the "Agreements").** Each recalculation of FY 2021-2022 charges shall include, but shall not be limited to, the removal of any and all charges associated with, or in any way arising from, charges for hours previously provided to each City beyond that City's contracted for number of hours. For the sake of clarification, the Cities do not agree to increases in the number of contracted for hours for FY 2021-2022, and the Cities do not agree to pay any charges associated with hours provided in previous years beyond the 100% compliance rate.
2. **Provide the Cities with sufficient information and commensurate time to independently confirm and validate the basis for any and all proposed cost increases.** The Cities are currently in the process of engaging a consultant to evaluate the Sheriff's Office's proposed cost increases. We request that the Sheriff's Office cooperate with and provide the Cities' consultant with any and all information and data necessary to complete this evaluation in a timely manner.
3. **Initiate and participate in good faith negotiations for the purpose of developing amendments to the Agreements to become effective in FY 2022-2023.**

The Cities' unanimously believe that the proposed cost increases—cumulatively $5.9 million—over the prior years' contract costs are the result of the Sheriff's Office's use of a new cost allocation methodology that violates the terms and purpose of the Agreements. The Sheriff's Office failed to include the Cities in the development of this new cost calculation methodology and then blind-sided the Cities with proposed cost increases that cannot possibly be accommodated in our upcoming budget cycles. This would be the case in any year but is especially troubling during the ongoing COVID pandemic and resulting extended state of emergency, which has already devastated our Cities' revenues and continues without any certainty of an end in sight.

Moreover, the Cities have reason to believe that, in violation of the Agreements' terms, the Sheriff's Office is attempting to recoup costs for hours for which the Cities have not contracted. For example, the Sheriff's Office attempted to charge the Cities for hours provided in previous years in excess of 100% hourly compliance rates.[2] In making this request, the Sheriff's Office admitted that such charges would technically require an Agreement amendment. Yet nevertheless, the Sheriff's Office sought to recover these costs and is now attempting to incorporate these excess hours into the Cities' contracts going forward. The Sheriff's Office

[2] As we made clear in our respective letters initiating the Agreements' dispute resolution process, Exhibit A-1 of the Agreements clearly outlines the parameters for the Sheriff's Office to charge Cities for hours in excess of 100% hourly compliance rates and clarifies that Cities cannot be charged unless hours exceed 112% compliance for more than three consecutive months.

does not have the authority to unilaterally increase the Cities' contracted hours and the attempt to do so only further undermines the Cities' trust in this new cost computation methodology.

As fellow elected officials expected to work cooperatively with various agencies and entities to provide our communities with vital services, we are also disappointed and frustrated that the Sheriff's Office—charged with upholding our rule of law and providing public safety—has failed to satisfy its contractual obligation to collaborate with the Cities to maintain costs and services at a manageable and safe level. The Agreements include numerous provisions designed to maintain transparency, collaboration, and good faith communication between the Sheriff's Office and the Cities. These provisions require adherence to detailed procedures designed to ensure the Cities can predictably forecast cost increases and, based thereon, make timely and responsible budgetary decisions. For example, Section 2A of Exhibit B to the Agreements require the County to provide a recomputed cost estimate to the City no later than November 1 before providing a final proposed cost increase on or before January 15 of the fiscal year. This requirement to provide Cities with an initial cost increase estimate serves the vital purpose of allowing our agencies adequate time to understand and evaluate the proposed increases and to plan for and incorporate any future cost adjustments into our respective budgets. In other words, the Agreements were explicitly designed to guard against the precise position in which the Cities now find themselves.

This failure in transparency and collaboration, which is most dramatically evidenced by the extreme shift from the 5.5% estimated increase presented in November to the twenty seven percent (27%) to forty five percent (45%) final proposed cost increases in January, frustrates the very purpose of the Agreements and highlights the necessity for remedial action and good-faith discussions. Furthermore, the Sheriff's Office's conduct threatens the Cities' ability to provide necessary services and stability to members of our communities.

Due to the Sheriff's Office's delay in providing the Cities the final proposed cost increases the Cities have also not been given an ample opportunity to confirm and validate the new methodology used to reach the proposed cost increases. A thorough investigation of this new cost methodology will require a substantial amount of time, and, for this reason, the Cities respectfully submit that any proposed cost increases for FY 2021-2022 be delayed one year. The Cities will use this time to independently confirm and validate the information provided by the Sheriff's Office regarding the methodology that resulted in this year's dramatic proposed costs increases. This time will also allow all parties the ability to engage in good faith negotiations regarding the adoption of amendments to the Agreements designed to ensure that this situation does not reoccur.

Our Cities are prepared to work in good faith to revive the collaborative and transparent spirit of the Agreements to which the parties committed when negotiating the Agreements. As we have reiterated over the past several weeks, our respective agencies have worked successfully together for many years, and we firmly believe that this shared history will help guide us

through this current challenge. The stakes are too high to not immediately engage in the collaborative and cooperative process necessary to ensure we continue to provide superior public safety to our communities.

Thank you in advance for your immediate attention to this important matter. We look forward to your response and to further discussions.

Sincerely,

CITY OF BUELLTON

By: _____
Holly Sierra
MAYOR OF CITY OF BUELLTON

CITY OF CARPINTERIA

By: _____
Wade Nomura
MAYOR OF CITY OF CARPINTERIA

CITY OF GOLETA

By: _____
Paula Perotte
MAYOR OF CITY OF GOLETA

CITY OF SOLVANG

By: _____
Charlie Uhrig
MAYOR OF CITY OF SOLVANG

ATTACHMENT D

Office of the Sheriff

SANTA BARBARA COUNTY

BILL BROWN
Sheriff - Coroner

SOL LINVER
Undersheriff

HEADQUARTERS
P.O. Box 6427 • 4434 Calle Real • Santa Barbara, California 93160
Phone (805) 681-4100 • Fax (805) 681-4322
www.sbsheriff.org

STATIONS

Buellton
140 W. Highway 246
Buellton, CA 93427
Phone (805) 686-8150

Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013
Phone (805) 755-4452

Isla Vista
6504 Trigo Road
Isla Vista, CA 93117
Phone (805) 681-4179

Lompoc
3500 Harris Grade Road
Lompoc, CA 93436
Phone (805) 737-7737

New Cuyama
70 Newsome Street
New Cuyama, CA 93254
Phone (661) 766-2310

Santa Maria
812-A W. Foster Road
Santa Maria, CA 93455
Phone (805) 934-6150

Solvang
1745 Mission Drive
Solvang, CA 93463
Phone (805) 686-5000

Sheriff - Coroner Office
66 S. San Antonio Road
Santa Barbara, CA 93110
Phone (805) 681-4145

Main Jail
4436 Calle Real
Santa Barbara, CA 93110
Phone (805) 681-4260

COURT SERVICES CIVIL OFFICES

Santa Barbara
1105 Santa Barbara Street
P.O. Box 690
Santa Barbara, CA 93102
Phone (805) 568-2900

Santa Maria
312 E. Cook Street, "O"
P.O. Box 5049
Santa Maria, CA 93456
Phone (805) 346-7430

March 4, 2021

Dave Durflinger
Carpinteria City Manager
5775 Carpinteria Ave.
Carpinteria, CA 93013

Dear Mr. Durflinger,

Thank you for meeting yesterday with Santa Barbara County CEO Mona Miyasato, Auditor-Controller Betsy Schaffer, your fellow contract city managers/administrators and me regarding your dispute of proposed rate increases to your city's current law enforcement contract with the Sheriff's Office.

We have heard and understand your concerns about the proposed cost increases and adjusted hours, which we acknowledge are significant. We are sympathetic to your position about the impact of rising costs on your budget, as they mirror our own concerns. Your partners here at the Sheriff's Office are working diligently to find a path toward resolving the dispute.

Out of respect for your time, and in lieu of another meeting this coming week, I write to provide an update regarding our agency's efforts to move the dispute resolution process forward. In hopes that we can reach a workable solution, we are presently in the process of re-examining the methodology by which the costs were estimated, and exploring possible adjustments and/or alternatives. Ultimately, our goal is to achieve a fair and equitable contract that provides consistency and predictability for the cities, while at the same time ensuring full recovery of appropriate Sheriff's Office costs, as required by law. We have already identified one way to strengthen such predictability—by providing improved methods of compliance tracking, which we will share with you in the near future.

We are optimistic that in the next few weeks we will have obtained some additional information and analysis that will allow us to formulate a proposed solution to the current dispute, and to have the opportunity to consult with the Board of Supervisors in closed session. After that occurs, we would like to meet with you again to negotiate a mutually-acceptable resolution to the current dispute. In order to allow all of this to happen, each of us and our organizations will need some additional time.

Accordingly, and per our discussion yesterday, I propose extending the dispute resolution timeline by an additional 45 days. To that end, we ask that the time frame for our mutual good-faith efforts to resolve this dispute be extend until **April 26, 2021.** Please confirm that you agree with this extension.

In the meantime, the information you requested that has not yet been provided is being gathered and will be passed on to you.

In closing, let me reiterate that we greatly value our long-standing, positive relationship with your city, and that we are committed to working together to resolve this matter. We trust that all of the involved parties will allow our common goals, long-term relationships and mutual respect for one another to guide us as we move forward toward resolution of this matter.

Sincerely,

BILL BROWN
Sheriff-Coroner

c: Chair of the Board 4th District Supervisor Bob Nelson
1st District Supervisor Das Williams
2nd District Supervisor Gregg Hart
3rd District Supervisor Joan Hartmann
5th District Supervisor Steve Lavagnino
CEO Mona Miyasato
Auditor-Controller Betsy Schaffer
County Counsel Michael Ghizzoni

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 26, 2021

ITEM FOR COUNCIL CONSIDERATION

Authorize the City Manager to execute Amendment No. 3 to Closeout the Agreement with GWMC, llc for Project No. 15093 – City Hall Remediation & Renovation Project.

STAFF RECOMMENDATION

Action Item _X_ ; Non-Action Item ___

Authorize the City Manager to execute Amendment No. 3 to closeout the Agreement with GWMC, llc, in an amount not-to-exceed $22,340 for a total amended Agreement amount of $261,440.50 for Project No. 15093 – City Hall Remediation & Renovation Project.

Sample Motion: I move to authorize the City Manager to execute Amendment No. 3 to closeout the Agreement with GWMC, llc, in an amount not-to-exceed $22,340 for a total amended Agreement amount of $261,440.50 for Project No. 15093 – City Hall Remediation & Renovation Project.

(This motion requires a roll call vote)

BACKGROUND

On September 10, 2018, the City Council initially approved the Agreement with GWMC, llc for project and construction management services in the amount of $158,295.50 for the City Hall Remediation & Renovation Project. On August 26, 2019, the City Council authorized the City Manager to execute Amendment No. 1 to the Agreement in the amount of $69,885 for additional services in construction managing a number of unforeseen building conditions that were discovered at the time of construction including additional abatement of asbestos-containing materials; structural modifications; and installation of HVAC equipment, in particular, the replacement of non-conforming furnaces and replacement of air conditioning condensers and related ductwork.

On May 26, 2020, City Council authorized the City Manager to execute Amendment No. 2 to the Agreement in the amount of $10,920 for additional construction management services related to overseeing implementation of contract change orders performed by

the construction contractor, Quincon, Inc. On January 25, 2021, the City Council authorized the Mayor to sign the Closeout Agreement and Release of Claims with the construction contractor, Quincon, Inc., for the City Hall Remediation & Renovation Project.

The purpose of this agenda matter is for the City Council to authorize the City Manager to execute Amendment No. 3 to closeout the Agreement with GWMC, llc in an amount not-to-exceed $22,340 for a total amended Agreement amount of $261,440.50 for Project No. 15093 – City Hall Remediation & Renovation Project.

DISCUSSION

GWMC, llc submitted a proposal for additional project and construction management services due to numerous impacts that were attributable to staff training on new equipment and systems, final contract and permit compliance documentation, security system changes including modifications as required by law enforcement, and landscape changes. Among these impacts, a portion of it is attributable to the lack of performance by Quincon's subcontractor, JCI, for the security system. GWMC, llc expended additional labor hours in order to ensure that JCI performed its contractual obligations. GWMC, llc estimated a cost impact amount of $6,360 that was attributable to this. On March 23, 2021, Quincon, Inc. found no exceptions to this reason and concurred with GWMC llc's cost impact estimate.

The amount of $6,360 has been withheld from the retention monies of Quincon, Inc. to pay for the JCI related GWMC, llc., expense. The other additional GWMC, llc. services were attributable to City directives, some of which is covered by insurance and some is City expense.

POLICY CONSISTENCY

The recommendation is consistent with the Public Facilities & Services Element of the General Plan and Local Coastal Plan.

FINANCIAL CONSIDERATIONS

With the exception of additional work associated with the landscaping changes, the expenses of the additional services that were performed by GWMC, llc are a part of and expected to be covered by the insurance claim. Should Amendment No. 3 be executed, the City will make final payment to GWMC, llc in order to closeout the Agreement with GWMC llc. The following table breaks down the cost of Amendment No. 3:

GWMC, llc Amendment No. 3	Cost	Insurance Amount	Retention Money Withholding	City Amount
GWMC, llc Additional Services	$22,340	$10,380	$6,360	$5,600

Reimbursement of the insurance-related expenses will be submitted to the insurance adjustor.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Local government is concerned with the task of supplying essential public services, implementing regulations in the interest of public health and safety, and providing for the general welfare of the community. As one of the major responsibilities of local government, planning provides an effective means of integrating the availability of public facilities with the desires and needs of existing and future residents. By improving the City's ability to provide the essential public services including the accessibility thereof, the City is carrying out good risk management practices. Investing in civic buildings, such as City Hall ensures that it will be in good condition to serve public needs well into the future.

OPTIONS

1. Authorize Amendment No. 3 to closeout the Agreement with GWMC, llc. (staff recommendation)
2. The City Council could choose not to authorize Amendment No. 3 to the Agreement with GWMC, llc and provide further direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Amendment No. 3 with GWMC, llc

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

Amendment No. 3 with GWMC, llc

CITY OF CARPINTERIA
THIRD AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This Third Amendment for additional project management of the Carpinteria City Hall Remediation/Remodel Project, for an amount not to exceed $22,340.00, is made and effective as of the 26th day of April, 2021 between the City of Carpinteria, a municipal corporation ("City") and GWMC llc ("Consultant"). This Amendment is made a part of the original Agreement for Consultant Services for the amount of $158,295.50, dated September 10, 2018. The amended total of the Agreement is $261,440.50.

Consultant services for professional architectural and interior design services for the City Hall Remodel Project include items as noted in the Scope of Work (Attachment A-3), at the negotiated contract fee as stated in the Payments and Rate Schedule (Attachment B-3); and said attachments are made a part of this Amendment.

Authority to Execute this Amendment

The person or persons executing this Amendment on behalf of Consultant warrants and represents that he/she has the authority to execute this Amendment on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

The City Council, on this 26th day of April, 2021, approves this Amendment and authorizes the City Manager to execute this Amendment.

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

"CITY"
City of Carpinteria

By:_____
David Durflinger, City Manager

"CONSULTANT"
GWMC llc

By:_____
Gregg Wilson, Principal

APPROVED AS TO FORM:
City of Carpinteria

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

Exhibit A-3

G W M C, llc
PROJECT MANAGEMENT & PLANNING SERVICES

March 25, 2021

John Ilasin
Public Works Director/City Engineer
City of Carpinteria
5775 Carpinteria Ave.
Carpinteria, California 93013

Subject: Contract Hourly allocations

Dear John,

In response to the inquiry regarding the changes in hourly allocations within the budget, this occurred in May of 2019. The reason for re-allocating hours was to compensate for the amount of time and funds expended on modifying the Via Real offices, coordinating the two moves and getting systems up and running. The request was made by the City to separate the hours and costs for that work and at that time, we did not request additional hours, but rather re-allocated from within the existing budget. These costs were to be carried as a separate section of the billing, as you can see in the attached breakdown.

We only requested additional hours once the duration of the project ran longer than planned, and our intention was to keep the costs within the boundaries of the original contract amount. Subsequent extensions were primarily based upon duration and changes in scope. I've included your annotated budget as well for reference.

If you have any questions, please contact me, and Thank you.

Kind regards,

Gregg Wilson

Cc: Brian Barrett, Taylor Selby

1482 EAST VALLEY ROAD #514, SANTA BARBARA, CA 93108

G W M C, llc
PROJECT MANAGEMENT & PLANNING SERVICES

March 24, 2021

John Ilasin
Public Works Director/City Engineer
City of Carpinteria
5775 Carpinteria Ave.
Carpinteria, California 93013

Subject: Contract Extension Request #3

Dear John,

In response to the inquiry regarding the extended duration of the project, and required additions services, herein submitted to you is the extension request to the contract for Construction Management Services. The current contract was extended to run through March of 2020, from inception in August of 2018.

There were numerous impacts from Covid-19 that affected contractors, subcontractors and vendors work that resulted in supplier and material delays. Other non Covid-19 related issues were close-out training and final documentation, security equipment changes and Sheriff's Dept modifications. A component that was not originally a part of the project, but became a part was that of the landscape, hardscape, ADA compliance and related changes which not included with the original contract.

Additionally, there were items that crossed jurisdictional barriers, such as security, the Demountable partitions, Security for the Demountable partition doors, etc. The only team that was able in some cases to deal with the issues was GWMC on behalf of the City. In some cases it was beyond the ability of the contractor/subcontractor to resolve issues. JCI security and controls were contracted under Quincon, but as the City customized the system between the security cameras and such, we, as representatives of the City, were the ones organizing and working directly with the vendors to get the 'bugs' out of the system.

All of this aforementioned work took considerably longer than anticipated. Taylor has been on site as recently as January 2021 to close out final aspects of the project. The extent of the work and duration exceeded the allowed time in the original budget or previous extensions. GWMC remained on site until the project and work was completed on the City and County's behalf.

In the attached breakdown, the green column represents the addition of services. Please consider that the scope of work that was undertaken averaged less than 16 hours per month for the 9 months from beneficial occupancy until January of 2021.

I.) The extra work generally fell into one of 4 categories.

1. Extra work attributed to the Security system additions/customization and coordination of that work
2. Extra work associated with the Security interaction and modification of the demountable partitions
3. Work performed on the behalf of the Landscape/hardscape, coordination of code compliance for ADA
4. Extra work attributed to the performance of the work for the Contractor in the manner of procuring final inspections, punchlist, subcontractor and vendor coordination.

II.) Insurance, Contractor and Non-Insurance Items:

1. Insurance related increases are enumerated in Billing Breakdown Items:

5.1 - $7,000.00 Final Punch List partitions/Security	(31.1% of total)
5.3 – $500.00 O & M Manuals, Security/Access	(2.3% of total)
5.6 - $780.00 Retention Payment	(3.6% of total)
5.7 - $2,100.00 Reconciliation/releases/Partitions	(9.5% of total)
Sub Total $10,380.00	(46.5% of total)

2. Contractor related Expenses (Quincon Reimbursements):
   5.4 – $2,160.00 Inspections/Walkthrough/Sign Off (9.7% of total)
   5.8 - $4,200.00 Training Security Coordination (18.8% of total)
   Sub Total $6,360.00 (28.5% of total)

3. Non Insurance related increases are enumerated in Billing Breakdown Items:
   4.18 - $2,800.00 Partitions/Security (12.5 % of total)
   5.2 - $2,800.00 Landscape/hardscape work/ADA (12.5% of total)
   Sub Total $ 5,600.00 (25% of total)
   Total. $22,340.00 (100%)

If you have any questions, please contact me, and Thank you.

Kind regards,

Gregg Wilson

Cc: Brian Barrett, Dave Durflinger

Exhibit B-3

	CARPINTERIA CITY HALL										3/18/21
Line Item #		STAFF RATE	Orig Hours	Ext. Hours	Ext. Req	TOTAL	RATE	SUB TOTAL	This Billing	Prior Billings	Balance
	VIA REAL RELOCATION AND BUILDING MODIFICATIONS										
2.12b	Via Real Building Modifications	Sr. PM	12.76	0	0	12.76	$ 175.00	$ 2,233.00	$0.00	$2,233.00	$0.00
2.12	Special Considerations - Relocation temporary facilities/Furniture lease/equipment	Sr. PM	117.74	50	0	167.74	$ 175.00	$ 29,355.50	$0.00	$29,355.50	$0.00
2.12a	Special Considerations - Relocation from temporary facilities	Sr. PM	100	58	0	158	$ 175.00	$ 27,650.00	$0.00	$27,650.00	$0.00
212c	Special Considerations - Furniture Assessment, Replacemem and Additions	Estimator/Scheduler		40	0	40	$ 135.00	$ 5,400.00	$0.00	$5,400.00	$0.00
	SUBTOTAL VIA REAL RELOCATION AND BUILDING MODIFICATIONS		230.5	148	0	378.5		$ 64,638.50	$ -	$ 64,638.50	$ -
	CITY HALL RENOVATION										
2.9	Review of Design Documents	Principal	45			45	$ 195.00	$ 8,775.00	$0.00	$8,775.00	$0.00
2.1	Bidding Document Preparation	Principal	20			20	$ 195.00	$ 3,900.00	$0.00	$3,900.00	$0.00
2.11	Procurement Review	Principal	20			20	$ 195.00	$ 3,900.00	$0.00	$3,900.00	$0.00
3.1	Prequalifying Bidders	Sr. PM	15			15	$ 175.00	$ 2,625.00	$0.00	$2,625.00	$0.00
3.2	Bidding Assistance	Sr. PM	20			20	$ 175.00	$ 3,500.00	$0.00	$3,500.00	$0.00
3.3	Pre-Bid Conference	Principal	8			8	$ 195.00	$ 1,560.00	$0.00	$1,560.00	$0.00
3.4	Bid Review	Principal	16			16	$ 195.00	$ 3,120.00	$0.00	$3,120.00	$0.00
3.5	Pre-Award Conference	Principal	10			10	$ 195.00	$ 1,950.00	$0.00	$1,950.00	$0.00
4.1	Pre-Construction Conference	Principal	8			8	$ 195.00	$ 1,560.00	$0.00	$1,560.00	$0.00
4.2	On-Site Management and Inspection	Sr. PM	50	50		100	$ 175.00	$ 17,500.00	$0.00	$17,500.00	$0.00
4.3	Weekly Progress Meetings	Sr. PM	60	46		106	$ 175.00	$ 18,550.00	$0.00	$18,550.00	$0.00
4.4	Reports	Estimator/Scheduler	32	20		52	$ 135.00	$ 7,020.00	$0.00	$7,020.00	$0.00
4.5	Permits, Bonds and Insurance	Estimator/Scheduler	12			12	$ 135.00	$ 1,620.00	$0.00	$1,620.00	$0.00
4.6	Review of Requests for Information, Shop Drawings, Samples and Other Submittals	Estimator/Scheduler	64	44		108	$ 135.00	$ 14,580.00	$0.00	$14,580.00	$0.00
4.7	Cost Loading Construction Schedule	Estimator/Scheduler	16	20		36	$ 135.00	$ 4,860.00	$0.00	$4,860.00	$0.00
4.8	Contractor's Construction Schedule	Estimator/Scheduler	16	16		32	$ 135.00	$ 4,320.00	$0.00	$4,320.00	$0.00
4.9	Master Schedule Review and Control	Estimator/Scheduler	16	16		32	$ 135.00	$ 4,320.00	$0.00	$4,320.00	$0.00
4.10	Coordination of Other Independent Consultants	Sr. PM	32	16		48	$ 175.00	$ 8,400.00	$0.00	$8,400.00	$0.00
4.11	Cost Accounting	Sr. PM	15	25		40	$ 175.00	$ 7,000.00	$0.00	$7,000.00	$0.00
4.12	Progress Payments	Sr. PM	20	20		40	$ 175.00	$ 7,000.00	$0.00	$7,000.00	$0.00
4.14	Change Order Preparation, Negotiation and Processing	Sr. PM	40	30		70	$ 175.00	$ 12,250.00	$0.00	$12,250.00	$0.00
4.15	Change Order Reports	Sr. PM	32	8		40	$ 175.00	$ 7,000.00	$0.00	$7,000.00	$0.00
4.16	Record Documents and "As-Built" Drawings	Estimator/Scheduler	16			16	$ 135.00	$ 2,160.00	$0.00	$2,160.00	$0.00
4.17	Initial Start-Up	Sr. PM	16			16	$ 175.00	$ 2,800.00	$0.00	$2,800.00	$0.00
4.18	Furniture, Fixtures and Equipment (FF&E)	Sr. PM	16	8	16	40	$ 175.00	$ 7,000.00	$0.00	$4,200.00	$2,800.00
5.1	Final Punch List	Sr. PM	10	16	40	66	$ 175.00	$ 11,550.00	$0.00	$4,550.00	$7,000.00
5.2	Final Inspection	Sr. PM	16	8	16	40	$ 175.00	$ 7,000.00	$0.00	$4,200.00	$2,800.00
5.3	Operation and Maintenance Manuals	Admin Asst.	31	10	10	50.84	$ 50.00	$ 2,542.00	$0.00	$2,042.00	$500.00
5.4	Training Maintenance Personnel	Estimator/Scheduler	8		16	24	$ 135.00	$ 3,240.00	$0.00	$1,080.00	$2,160.00
5.5	Close-Out Documentation	Admin Asst.	20			20	$ 50.00	$ 1,000.00	$0.00	$1,000.00	$0.00
5.6	Final Payment	Principal	10	4	4	18	$ 195.00	$ 3,510.00	$0.00	$2,730.00	$780.00
5.7	Financial Reconciliation	Sr. PM	10		12	22	$ 175.00	$ 3,850.00	$0.00	$1,750.00	$2,100.00
5.8	Start-Up Coordination	Sr. PM	8		24	32	$ 175.00	$ 5,600.00	$0.00	$1,400.00	$4,200.00
5.9	Warranty Coordination	Sr. PM	8		0	8	$ 175.00	$ 1,400.00	$0.00	$1,400.00	$0.00
	Contingency							$ -		$0.00	$0.00
	SUBTOTAL CITY HALL RENOVATION		736	357	138	1231		$ 196,962.00	$ -	$ 174,622.00	$22,340.00
	TOTAL RELOCATION AND RENOVATION		966	505	138	1609		$ 261,600.50	$ -	$ 239,260.50	$22,340.00

	REIMBURSIBLES					QTY	ITEM $	SUB-TOTAL	This Billing	Prior Billings	Balance
	Buena tile - Tile for Lobby Reception Desk					1	457.55	$ 457.55	$ -	$ 457.55	$0.00
	Santa Barbara Plumbing Supplies - New faucet and Mirror for Sheriff Ladies toilet					1	309.94	$ 309.94	$ -	$ 309.94	$0.00
	White Cap/HD Supply - Fire Extinguishers					1	521.94	$ 521.94	$ -	$ 521.94	$0.00
								$ 1,289.43	$ -	$ 1,289.43	

	TOTAL RELOCATION AND RENOVATION		966	435	138	1401		$ 262,889.93	$ -	$ 240,549.93	$ 22,340.00

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
APRIL 26, 2021

ITEM FOR COUNCIL CONSIDERATION

Report on Street Lighting District No. 1 for Fiscal Year 2021-2022

STAFF RECOMMENDATION

Action Item __X__; Non-Action Item _____

Adopt Resolution Nos. 6042 and 6043, acting to accept and file the mandatory Annual Report and set the matter of the continuation of Street Lighting District No. 1 for Fiscal Year 2021-22 for public hearing at the regular City Council meeting of May 24, 2021.

Sample Motion: I move to adopt Resolution Nos. 6042 and 6043, acting to accept and file the mandatory Annual Report and set the matter of the continuation of Street Lighting District No. 1 for Fiscal Year 2021-22 for public hearing at the regular City Council meeting of May 24, 2021.

BACKGROUND/DISCUSSION

On March 22, 2021, by Resolution No. 6032, the City Council ordered a report on the status and projections for Street Lighting District No. 1 for Fiscal Year 2021-22. This status report is required annually under the California Street Lighting Act of 1919, as amended, and is one of several steps required each year in order to continue the District. The purpose of the District is to provide a funding source to finance the cost of electrical power and maintenance and replacement of outdoor public lighting facilities.

The purpose of this agenda matter is for the City Council to consider the second step of continuing Street Lighting District No. 1 for Fiscal Year 2021-22 by accepting the District report and setting the matter for public hearing at the regular City Council meeting of May 24, 2021.

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 Street Lighting District No. 1 is the financial means by which the City can, in part, implement these policies.

FINANCIAL CONSIDERATIONS

The ending fund balance as of June 30, 2020, was $256,170. Revenues, expenditures and transfers to other funds for Fiscal Year 2020-21 are projected to be $195,500, $130,250 and $0, respectively leaving a fund balance at June 30, 2021, of $321,420. These funds are used for both operations and maintenance of the lighting system and, once a sufficient fund balance is accumulated, these funds are also used to finance capital projects such as new or replacement street lights.

LEGAL

This district is an ad-valorem (property tax) district and as such is governed by the provisions of Proposition 13 and is not subject to the provisions 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 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 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 Resolution Nos. 6042 and 6043, acting to accept and file the mandatory Annual Report and set the matter of the continuation of Street Lighting District No. 1 for Fiscal Year 2021-22 for public hearing at the regular City Council meeting of May 24, 2021.
2. The City Council could choose not to accept the mandatory Annual Report and/or not set the matter of continuing the Street Lighting District No. 1 for Fiscal Year 2021-22 for public hearing; 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: Report of the City Engineer
Attachment B: Resolution No. 6042
Attachment C: Resolution No. 6043

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

Brian C. Barrett
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

Report of the City Engineer

CITY OF CARPINTERIA
CARPINTERIA STREET LIGHTING DISTRICT NO. 1
REPORT OF THE CITY ENGINEER RELATIVE TO THE CONTINUATION OF CARPINTERIA STREET LIGHTING DISTRICT NO. 1

April 26, 2021

1. INTRODUCTION

This report is prepared pursuant to Resolution No. 6032 as adopted by the City Council on March 22, 2021. The objective of the report is to describe the status of the District, which provides street lighting for the City and to provide projections for Fiscal Year 2021-22.

2. BACKGROUND

The City assumed responsibility for funding street lighting within the City on July 1, 1977, in conjunction with the detachment of the City from County Service Area No. 11, the funding vehicle for street lighting prior to July 1, 1977. The City ultimately established two special districts to provide funding for street lighting; both are governed by the City Council and both cover the entire City. The second district, Street Lighting District No. 2, was suspended in 1985.

Street Lighting District No. 1 was formed by the City Council on November 22, 1976, for a period of five (5) years starting July 1, 1977 and has been continued each year thereafter in one-year increments. The Street Lighting Act of 1919 was the legal basis for this action. The District was formed to establish a way of financing street lights through the collection of the ad valorem (property) tax. The initial tax rate was about 15 cents per $100.00 of assessed valuation and the second year was 12.95 cents per $100.00. With the adoption of Proposition 13, a limit was placed on the overall tax rate as well as a reduction of the total tax base. Since the passage of Proposition 13, the district's share of the property tax has been about 1.8% of all property tax or a tax rate equivalent to about 1.8 cents per $100.00 of assessed valuation.

On April 9, 2018, City Council adoption of Resolution Nos. 5787 and 5788, concerning a property tax transfer agreement between the City of Carpinteria and Carpinteria Street Lighting District No. 1. These actions resulted to a portion of the fund balance and annual property tax revenue of the District to be transferred to the City of Carpinteria.

Most of the Street lighting in Carpinteria is owned and operated by Southern California Edison Company. The City has a contract with Edison to provide street lighting based on a monthly flat rate as set by the California Public Utilities Commission. The same rate is charged year-round. As owner of the lights, Edison has the responsibility for

maintenance and operations. As the customer, the City determines number, location, and type of lights and pays the bill.

With respect to other public lighting provided by the District, included are lights on the Franklin Creek and Carpinteria Creek Bikeways, Civic Center parking lights, and parking lot lights in Parking Lot Nos. 1, 2 and 3, lights on Linden Avenue between Carpinteria Avenue and the beach and street-end parking lot lights at Elm, Holly and Ash Avenues. All of these lights are City-owned and charges are based on meter readings. In addition to electrical power, funding from this district pays for both the maintenance and operations costs of the city-owned portion of the lighting system.

3. ANNEXATIONS

There were no annexations to either the City or the District during the past fiscal year.

4. STREET LIGHTING DISTRICT NO. 1

The attached Exhibit 1 is a map of the City and District. The District boundaries are coterminous with the City boundaries with the exception of that portion located off-shore.

5. STREET LIGHT INVENTORY

Please refer to the attached Exhibit 2 for a listing of projected street lights by size and cost.

6. FINANCIAL DATA AND PROPOSED FY 2019-20 BUDGET

Exhibit 3 is a Statement of Fund Transactions and Financial Condition for the past three years, current year and next year.

The District also has its own Appropriations Limit pursuant to Proposition 4.

7. RECOMMENDATION

It is recommended that the City Council adopt Resolution Nos. 6042 and 6043, thereby acting to accept and file the mandatory annual report and set the matter of the continuation of Street Lighting District No. 1 for Fiscal Year 2021-22 for public hearing at the regular City Council meeting of May 24, 2021.

By:

David Durflinger
City Manager
City of Carpinteria

Exhibit 1
Map of the District Boundaries


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

Exhibit 2
Street Lighting Inventory

CITY OF CARPINTERIA
STREET LIGHTING DISTRICT NUMBER 1

STREET LIGHTING INVENTORY

LOCATION	NUMBER	WATTS	TYPE
CARPINTERIA AVE.	66	23	LED
DOWNTOWN "T"	8	23	LED
LNDEN AVE.	69	23	LED
LINDEN BEACH	6	23	LED
ELM AVE.	4	70	HIGH PRESSURE SODIUM VAPOR
HOLLY AVE.	4	70	HIGH PRESSURE SODIUM VAPOR
ASH AVE.	4	70	HIGH PRESSURE SODIUM VAPOR
WULLBRANDT WAY	3	23	LED
PARKING LOT #1	5	100	LED
PARKING LOT #2	2	150	HIGH PRESSURE SODIUM VAPOR
PARKING LOT #3	12	23	LED 23 WATT
TRAIN STATION	28	23	LED
FRANKLIN CREEK BIKEWAY	8	26	CFL
CARPINTERIA CREEK BIKEWAY	3	25	LED
TRAFFIC LIGHTS/SIGNALS	12		
SEAL FOUNTAIN	16	3	LEDs

Exhibit 3
State of Fund Transactions and Financial Condition

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	$ 321,420
Fiscal Year Revenues	382,900	193,201	205,557	195,500	195,500
Fiscal Year Expenditures	1,377,102	182,883	154,486	130,250	130,250
Fund Balance; June 30	194,780	205,098	256,170	321,420	386,670
Revenue Over/(Under) Expense	$ (994,202)	$ 10,318	$ 51,072	$ 65,250	$ 65,250
B. BALANCE SHEET, JUNE 30					
ASSETS:					
Cash in Savings	$ 202,453	$ 212,771	$ 263,843	$ 329,093	$ 394,343
Accounts Receivable	628	-	-	-	-
Total Assets	203,081	212,771	263,843	329,093	394,343
LIABILITIES AND FUND BALANCE:					
Accounts Payable	8,301	-	-	-	-
Fund Balance	194,780	212,771	263,843	329,093	394,343
Total Liabilities & Fund Balance	$ 203,081	$ 212,771	$ 263,843	$ 329,093	$ 394,343
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	178,000	178,000
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	$ 195,500	$ 195,500
D. FISCAL YEAR EXPENDITURE DETAIL:					
Traffic Signals	$ 15,923	$ -	$ -	$ -	$ -
Public Right of Way Expenses	10,498	38,929	30,617	19,450	19,450
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	130,250	130,250
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	$ 130,250	$ 130,250

ATTACHMENT B

Resolution No. 6042

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RESOLUTION NO. 6042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA ACCEPTING AND ORDERING THE FILING OF THE REPORT OF THE CITY MANAGER OF SAID CITY FOR THE FURNISHING OF ELECTRIC CURRENT AND THE MAINTENANCE OF CERTAIN LIGHTING FIXTURES AND APPLIANCES IN THE CITY OF CARPINTERIA STREET LIGHTING DISTRICT NO. 1 (FY 2021-22)

WHEREAS, pursuant to the provisions of the "Street Lighting Act of 1919" of the State of California (Part 1 of Division 14, of the Streets and Highways Code of said State), as amended, the City Council of the City of Carpinteria did on March 22, 2021 adopt Resolution 6032 instructing the City Manager to make and file with the City Council a report in writing presenting certain matters relating to street lighting assessment districts for the furnishing of electric energy and the servicing and maintenance of all street lights in said City; and

WHEREAS, the City Manager of the City of Carpinteria has presented to the City Council a report in writing dated April 26, 2021, presenting certain matters relating to the furnishing of electric energy and the servicing and maintenance of all street lights in the City of Carpinteria Street Lighting District No. 1; and

WHEREAS, proceedings for the lighting, maintenance and servicing district are to be undertaken pursuant to the provisions of the "Street Lighting Act of 1919," Part 1 of Division 14, of the Streets and Highways Code, as amended, and particularly as contemplated under the provisions of said law; and

WHEREAS, this City Council has carefully examined and inspected the report of the City Manager, and is satisfied with each and all of the items set forth in said report;

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. That the report of the City Manager of the City of Carpinteria, dated April 26, 2021, is hereby accepted and is hereby ordered filed with the City Clerk of the City.

SECTION 2. That the City Clerk shall certify to the passage and adoption of this resolution and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council in the minutes of the meeting at which the same is passed and adopted.

PASSED, APPROVED AND ADOPTED on April 26, 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 April 26, 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

ATTACHMENT C
Resolution No. 6043

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RESOLUTION NO. 6043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA DECLARING ITS INTENTION TO CONTINUE FURNISHING ELECTRICAL ENERGY, SERVICING AND MAINTENANCE OF ALL STREET LIGHTS, APPLIANCES AND FIXTURES ON THE STREETS AND PUBLIC PLACES IN THE CITY OF CARPINTERIA, FOR THE PERIOD BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, AS PERMITTED BY THE STREET LIGHTING ACT OF 1919, FOR CARPINTERIA STREET LIGHTING DISTRICT NO. 1, AND APPOINTING A TIME AND PLACE FOR HEARING PROTESTS IN RELATION THERETO (FY 2021-22)

The City Council of the City of Carpinteria, California, does hereby resolve, declare, determine and order as follows:

SECTION 1. That the public interest and convenience require, and it is the intention of the City Council of the City of Carpinteria, to order the furnishing of electric energy, servicing and maintenance of all street lights, appliances and fixtures, on portions of public streets, places, avenues, courts, and drives within said City, all as shown on Diagram and Plan No. LP-1977-2002-E, on file in the office of the City Clerk to be maintained and electric current to be furnished for lighting said fixtures and appliances for the period beginning July 1, 2021 , and ending June 30, 2022 (Street Lighting District No. 1) permitted by the Street Lighting Act of 1919, in accordance with the report of the City Manager dated April 26, 2021, on file in the office of the City Clerk, and which is hereby referred to and by this reference incorporated herein and made a part hereof. The period of time for the furnishing of electric current and maintenance for the fixtures and appliances on said streets (or rights-of-way stated above) shall be set forth in a "NOTICE OF IMPROVEMENT," which said notice the law requires to be both published and posted. All of the work and improvement shall be done in accordance with the plans and specifications referred to in the report of the City Manager dated April 26, 2021.

SECTION 2. That public interest and convenience further requires, and that it is the intention of the City Council, from time to time to add certain lighting fixtures, lamps and appliances and/or the replacement of certain existing street lighting fixtures, lamps and appliances on and along said public streets, places, avenues, courts and drives, as they become necessary, said cost to be included in the District costs.

SECTION 3. That the City Treasurer has established a special fund known as "Carpinteria Street Lighting District, No. 1 Fund"; said City Treasurer shall place in said special fund all moneys collected by the Tax Collector pursuant to the provision of Section 6 of this resolution as soon as said moneys have been transferred to said City Treasurer. Payments shall be made out of said special fund only for the purposes provided for in this

resolution. To expedite the making of this improvement, the City Council may transfer into said special fund, out of any money in the general fund, such sums as it may deem necessary, and the sums so transferred, shall be deemed a loan to such special fund, and shall be repaid out of the proceeds of the assessments provided for in this resolution.

SECTION 4. That said contemplated work of improvement, in the opinion of the City Council, is of more than local or ordinary benefit, and said Council hereby makes the expense of said work and improvement chargeable upon a district, which district said Council hereby declares to be the district benefited by said work and improvements, and to be assessed to pay the cost and expense thereof, which said District includes the entire City of Carpinteria as shown on Diagram and Plan No. LP-1977-2002-E (District No. 1) on file in the office of the City Clerk, on which Diagram and Plans the extent of said District is indicated, and the exterior boundaries thereof are described by a boundary line, (being the City Boundary Lines including annexations completed prior to June 30, 1992) and to which said Diagram and Plan reference is hereby made for a complete and detailed description of said district, excepting from said district any portion of any public street or alley that may be included therein. The said diagram on file shall govern for all details as to the extent of said District.

SECTION 5. Any lots or parcels of land known as public property, as the same is defined in Section 18014, Part 1, Division 14, Streets and Highways Code, as amended ("Street Lighting Act of 1919"), hereinafter referred to, which are included in the said District shall be exempt from the assessment to be made to cover and expenses of said contemplated improvement.

SECTION 6. That the improvements contemplated by the Resolution of Intention shall be done under the provisions of the "Street Lighting Act of 1919" (now Part 1 of Division 14 of the Streets and Highways Code of the State of California), as amended.

SECTION 7. That on May 24, 2021 at the hour of 5:30 p.m. of the said day, be and the same is hereby appointed as the time, and the Council Chambers in the City Hall, 5775 Carpinteria Avenue, in said City of Carpinteria, California, is hereby appointed as the place for hearing protests in reference to the said proposed improvement and also in reference to those matters stated in Section 2, above.

SECTION 8. That the City Clerk is hereby authorized, designated and directed to give notice of said hearing in time, form and manner as required by law.

SECTION 9. That the Coastal View, a newspaper of general circulation, published in the County of Santa Barbara and circulated within the City of Carpinteria, is hereby designated as the newspaper in which such notice shall be published.

SECTION 10. That this resolution shall take effect immediately and the City Clerk shall certify to the passage and adoption of this resolution; shall enter the same among the original resolutions of the City Council of said City, and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

PASSED, APPROVED AND ADOPTED on April 26, 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 April 26, 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
APRIL 26, 2021

ITEM FOR COUNCIL CONSIDERATION

Report on Lighting, Landscaping and Right-of-Way Improvement District No. 3 for Fiscal Year 2021-22.

STAFF RECOMMENDATION

Action Item _X_; Non-Action Item _____

Adopt Resolution Nos. 6044 and 6045, acting to accept and file the mandatory Annual Report of the City Engineer and set the matter of the continuation of Lighting, Landscaping and Right of Way Improvement District No. 3 for Fiscal Year 2021-22 for public hearing at the regular City Council Meeting of May 24, 2021.

Sample Motion: I move to adopt Resolution Nos. 6044 and 6045, acting to accept and file the mandatory Annual Report of the City Engineer and set the matter of the continuation of Lighting, Landscaping and Right of Way Improvement District No. 3 for Fiscal Year 2021-22 for public hearing at the regular City Council Meeting of May 24, 2021.

BACKGROUND/DISCUSSION

On March 22, 2021, by Resolution No. 6033, the City Council ordered a report on the status and projections for Lighting, Landscaping and Right of Way Improvement District No. 3 (District) for Fiscal Year 2021-22. The District provides funding for the maintenance of rights of way including repairs to curbs, gutters, sidewalks, and tree removal and planting, and the tree management program. The 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.

The 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, tree maintenance, and water and electric utilities costs.

A report of the City Engineer is required annually in accordance with California Streets and Highways Code Section 22500 et al., and is the second of a three-step procedural process required each year in order to continue the District. The steps are 1) Order the report and issue the Notice of Intent to continue the assessment District, 2) Accept the report and set for public hearing, and 3) Conduct the public hearing and decide on continuing the District.

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 District is the financial means by which the City can, in part, implement these policies.

FINANCIAL CONSIDERATIONS

The Report by the City Engineer (Attachment A) includes a summary of revenue and expenses for the District providing past years, current year, and projected data for next year. The District's income stream is derived from a fixed dollar assessment on real property, while a majority of the District's expenses are subject to inflationary pressures. Aging streets and sidewalks also increased the District's maintenance expenses. To minimize the need for General Fund subsidaztion, capital improvements are no longer being funded by this source.

The District's annual revenue of approximately $195,000 is insufficient to address both maintenance and capital improvements needed for the District. An estimated $47,365 subsidy from the General Fund would be needed to balance the District fund for the current fiscal year. The beginning fund balance of Fiscal Year 2020-21 was $0. The ending fund balances for fiscal years 2020-21 and 2021-22 are projected to be $0, respectively. See Attachment A.

LEGAL

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 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 Resolution Nos. 6044 and 6045, acting to accept and file the mandatory Annual Report of the City Engineer and set the matter of the continuation of Lighting, Landscaping and Right of Way Improvement District No. 3 for Fiscal Year 2021-22 for public hearing at the regular City Council Meeting of May 24, 2021.
2. The City Council could choose not to accept the mandatory Annual Report and/or not set the matter of continuing the Lighting, Landscaping and Right of Way Improvement District for Fiscal Year 2021-22 for public hearing; 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: Report of the City Engineer
Attachment B: Resolution No. 6044
Attachment C: Resolution No. 6045

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

Brian C. Barrett
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

Report of the City Engineer

CITY OF CARPINTERIA
LIGHTING, LANDSCAPING AND RIGHT-OF-WAY IMPROVEMENT DISTRICT NO. 3
REPORT OF THE CITY ENGINEER RELATIVE
TO THE ASSESSMENT OF CARPINTERIA
LIGHTING, LANDSCAPING AND RIGHT-OF-WAY IMPROVEMENT DISTRICT NO. 3

April 26, 2021

1. INTRODUCTION

This report is prepared pursuant to Resolution No. 6033 as adopted by the City Council on March 22, 2021. The objective of the report is to describe the status of the District which provides funding for maintenance and improvements to the public right-of-way, including but not limited to maintenance and repair of curbs, gutters, sidewalks, street trees, and related activities. Further, the purpose is to provide a recommendation for assessments for the coming year which provides revenue to offset the costs involved in the district.

2. BACKGROUND

The Lighting, Landscaping and Right of Way Improvement District No. 3, hereinafter called District, was formed under the authority of the Landscaping and Lighting Act of 1972 in accordance with California Streets and Highways Code Section 22500 et al. The District was formed after lengthy study and hearings that were completed in June 1985.

Under the provisions of said authority, an annual report of the City Engineer must be presented and a hearing conducted on the proposed assessments for the upcoming fiscal year, Fiscal Year 2021-22. The assessment is not considered a tax in that the "benefit" is derived in accordance with the assessment, which varies from location to location depending upon the level of maintenance required in the public right-of-way adjacent to a parcel.

Effective with the adoption of the Fiscal Year 1992-1993 budget, assessments were increased $150,000 to finance the cost of park maintenance previously financed by the General Fund.

With the passage of Proposition 218 in Fiscal Year 1996-1997 park maintenance costs became ineligible for funding from this source and the $150,000 assessment for park maintenance was removed from the roll in Fiscal Year 1997-1998. In that same year, Carpinteria voters approved a Park Maintenance Tax that was accounted for in a separate Park Maintenance Fund to finance these activities.

3. FINANCIAL DATA/ASSESSMENT INFORMATION

The income stream to the District consists of a fixed dollar assessment on real property, interest, and transfers from other funds. Fund transfers, such as from the Gas Tax Fund, are permitted to offset expenses associated with District staff performing activities as a part of District implementation that qualify for payment through the Gas Tax Fund. Although the expenses of the District are subject to inflationary pressures, there is no corresponding provision for inflationary adjustments to the assessments. Since the District's establishment, revenue is currently not sufficient to cover the costs of maintenance. Revenue from other sources should be used to support the District. See Exhibit 2.

4. DISTRICT BOUNDARIES

Exhibit 1 is a map of the District boundary. The District boundary is coterminous with the City boundary with the exception of that portion located off-shore. Public and other exempt properties are not assessed by the District.

5. ANNEXATIONS

There were no annexations to either the City or the District during the past fiscal year.

6. RECOMMENDATION

It is recommended that the City Council adopt Resolution Nos. 6044 and 6045, thereby acting to accept and file the mandatory annual report of the City Engineer and set the matter of the continuation of Lighting, Landscaping, Right of Way Improvement District No. 3 for Fiscal Year 2021-22 for public hearing at the regular City Council meeting of May 24, 2021.

By:

John L. Ilasin, P.E.
Public Works Director/City Engineer
Public Works Department
City of Carpinteria

Exhibit 1
Map of District Boundary


City of Carpinteria
Lighting, Landscaping and
Right of Way Improvements District No. 3

Exhibit 2
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 2017-18**	**ACTUAL 2018-19**	**ACTUAL 2019-20**	**BUDGET 2020-21**	**PROJECTED 2021-22**
A. SUMMARY OF FUND TRANSACTIONS:					
Fund Balance; July 1	$ -	$ -	$ -	$ (1,665)	$ 0
Fiscal Year Revenues	454,475	407,605	355,279	242,665	242,665
Fiscal Year Expenditures	454,475	407,605	356,944	241,000	242,665
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	300	300
Miscellaneous Revenue	2,951	1,475	2,684	-	-
Transfer from Other Funds	255,945	208,794	153,876	47,365	47,365
Total Revenues	$ 454,475	$ 407,605	$ 355,279	$ 242,665	$ 242,665
D. FISCAL YEAR EXPENDITURE DETAIL:					
Personnel Expense	$ 164,313	$ 168,130	$ 192,319	$ 117,050	$ 117,050
Right-Of-Way Maintenance (Contract)	36,735	15,453	52,465	29,000	29,000
Street Tree Maintenance (Contract)	24,797	-	-	-	-
Supplies and Materials	23,367	25,665	21,141	22,750	22,750
Vehicle Operations	9,302	-	-	-	-
Other Contract Services	68,392	56,223	22,871	29,900	29,900
Utilities	29,627	29,834	35,730	42,300	42,300
Total Operating Expense	356,533	295,304	324,526	241,000	241,000
Transfers Out	97,942	112,300	32,418	-	1,665
Capital Improvements	-	-	-	-	-
Total Capital Outlay Expense	-	-	-	-	-
Total Expenditures	$ 454,475	$ 407,605	$ 356,944	$ 241,000	$ 242,665

ATTACHMENT B

Resolution No. 6044

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RESOLUTION NO. 6044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA ACCEPTING AND ORDERING THE FILING OF THE REPORT OF THE CITY ENGINEER, LIGHTING, LANDSCAPING AND RIGHT OF WAY IMPROVEMENT DISTRICT NO. 3 (FY 2021-22)

WHEREAS, the City Council of the City of Carpinteria, California, did in Resolution No. 6033, adopted March 22, 2021, pursuant to the provisions of the Landscaping and Lighting Act of 1972, of the State of California (Part 2 of Division 16 Section 22500 et seq. of the Streets and Highways Code of said State), require the City Engineer to make and file with the City Clerk of the City Council a report in writing, presenting certain matters to order certain street lighting fixtures and appurtenances to be installed, electrical energy and maintenance to be furnished for street lights; and to maintain landscaping, which includes the maintenance of street trees; replacing of same and appurtenances and appurtenant work relating to the above said landscaping including street tree maintenance; the installation and maintenance of irrigation systems necessary for the above; street sweeping; maintenance of designated parkways, landscaped areas, and curbs, gutters, and sidewalks, as contemplated under the provisions of the Landscaping and Lighting Act of 1972; and

WHEREAS, the City Engineer, pursuant to the requirements of the City Council as expressed in Resolution No. 6033 and of said law, did make, and on April 26, 2021, file in the office of the City Clerk the report in writing responsive to the requirements of said resolution and as contemplated under the provisions of the Landscaping and Lighting Act of 1972; and

WHEREAS, said the City Clerk has presented the said report to the City Council, and the City Council has proceeded to carefully examine, inspect, and consider said report and is satisfied with said report and with each and all of the items therein set forth;

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. That the report of the City Engineer of the City of Carpinteria, California, dated April 26, 2021, which said report was prepared and filed pursuant to the requirements of the provisions of Resolution No. 6033 of the City Council of the City of Carpinteria and in conformity with the provisions of the Landscaping and Lighting Act of 1972, of the State of California, (Part 2 of Division 16 of the Streets and Highways Code of said State), and which said report was filed in the office of the City Clerk of the City of Carpinteria, California, on April 26, 2021, be and the same is hereby approved as so prepared, presented and filed.

SECTION 2. That the City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of the City Council and shall make a minute of the passage and adoption thereof in the records of

the passage and adoption thereof in the records of the proceedings of the City Council in the minutes of the meeting at which the same is passed and adopted.

PASSED, APPROVED AND ADOPTED on April 26, 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 April 26, 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

ATTACHMENT C

Resolution No. 6045

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RESOLUTION NO. 6045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA DECLARING ITS INTENTION TO ORDER THE CONTINUATION OF AN ASSESSMENT DISTRICT AND COLLECT ASSESSMENTS, AND TO ORDER CERTAIN STREET LIGHTING FIXTURES AND APPURTENANCES TO BE INSTALLED; ELECTRICAL ENERGY AND MAINTENANCE TO BE FURNISHED FOR STREET LIGHTS; AND TO MAINTAIN LANDSCAPING, INCLUDING THE MAINTENANCE OF STREET TREES; INSTALLATION AND MAINTENANCE OF IRRIGATION SYSTEMS; STREET SWEEPING, AND MAINTENANCE OF DESIGNATED PARKWAYS, LANDSCAPED AREAS, CURBS, GUTTERS, AND SIDEWALKS AS SHOWN ON PLAN AND DIAGRAM FOR THE FISCAL YEAR COMMENCING JULY 1, 2021, AND ENDING JUNE 30, 2022; AND APPOINTING A TIME AND PLACE FOR HEARING PROTESTS IN RELATION THERETO THE LIGHTING, LANDSCAPING AND RIGHT-OF-WAY IMPROVEMENT DISTRICT NO. 3

THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the public interest and convenience require, and that it is the intention of the City Council of the City of Carpinteria, California, to order the continuation of an assessment district known as the Lighting, Landscaping and Right-of-Way Improvement District No. 3 and to levy and collect assessments pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500 et seq.) and to order certain street lighting fixtures and appurtenances to be installed, electrical energy and maintenance to be furnished for street lights; and to maintain landscaping, which includes the maintenance of street trees; replacing of same and appurtenances and appurtenant work relating to the above said landscaping and tree maintenance; the installation and maintenance of irrigation systems necessary for the above; street sweeping; maintenance of designated parkways, landscaped areas, curbs, gutters, and sidewalks, as shown on Diagram and Plan for the Lighting, Landscaping and Right of Way Improvement District No. 3, and such areas as the City Council may require; all as on file in the office of the City Clerk, for the fiscal year beginning July 1, 2021 and ending June 30, 2022.

SECTION 2. To expedite the making of said maintenance, the City Council may at any time transfer into the Lighting, Landscaping and Right of Way Improvement District No. 3 Fund out of any money in the General Fund such sums as it shall deem necessary, and the sums so transferred shall be deemed a loan to such fund and shall be repaid out of the proceeds of the assessments provided for in this resolution and pursuant to the provisions of the Landscaping and Lighting Act of 1972 referred to herein.

SECTION 3. That said maintenance, in the opinion of the City Council is of more than local or ordinary benefit, and the City Council hereby makes the expense of said

maintenance chargeable upon a district, which district the City Council hereby declares to be the district benefited by said maintenance, and to be assessed to pay the cost and expense thereof, which said district is the City of Carpinteria as shown on Diagram and Plan for said District No. 3 on file in the office of the City Clerk, and to which said Diagram and Plan reference is hereby made for a complete and detailed description of said district, excepting from said district any portion of any public street, alley, or court that may be included therein. The said Diagram and Plan so on file shall govern for all details as to the extent of said district.

SECTION 4. Any lots or parcels of land known as public property, as the same is defined in Section 22663, Part 2, Division 16, Streets and Highways Code, ("Landscaping and Lighting Act of 1972"), hereinafter referred to, which are included in the said district, shall be omitted and exempt from the assessment to be made to cover the costs and expenses of said contemplated improvement.

SECTION 5. That this resolution shall be done under the provisions of the Landscaping and Lighting Act of 1972 (now Part 2 of Division 16 of the Streets and Highways Code of the State of California).

SECTION 6. That on May 24, 2021, at the hour of 5:30 P.M. of said day, be and the same is hereby appointed as the time, and the City Council Chambers in City Hall, at 5775 Carpinteria Avenue in the City of Carpinteria, California, is hereby appointed as the place for hearing protests in reference to said improvement.

SECTION 7. That the City Clerk is hereby authorized, designated and directed to give notice of said hearing in time, form and manner as required by law.

SECTION 8. That the Coastal View, a newspaper of general circulation, published in the County of Santa Barbara and circulated in the City of Carpinteria, California, is hereby designated as the newspaper in which such notice shall be published.

SECTION 9. That this resolution shall take effect immediately, and the City Clerk shall certify to the passage and adoption of this resolution; shall cause the original of the same to be entered among the original resolutions of the City Council of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

PASSED, APPROVED AND ADOPTED on April 26, 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 April 26, 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
April 26, 2021

ITEM FOR COUNCIL CONSIDERATION

Report on Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2021-22.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item ___

Adopt Resolution Nos. 6046 and 6047, acting to accept the mandatory Annual Report and Budget and to set the matter of the continuation of Parking and Business Improvement Area District No. 4 for fiscal year 2021-22 for public hearing at the regular City Council meeting of May 24, 2021.

Sample Motion: I move to adopt Resolution Nos. 6046 and 6047, as read by title only, thereby acting to accept the mandatory Annual Report and Budget; and to set the matter of the continuation of Parking and Business Improvement Area District No. 4 for fiscal year 2021-22 for public hearing at the regular City Council meeting of May 24, 2021.

BACKGROUND

The Parking and Business Improvement Area (City Assessment District No. 4) was formed in September 1986 with the adoption of City Ordinance No. 393, pursuant to the California Parking and Business Improvement Area Law of 1979. Parking and Business Improvement Areas are formed to enhance a specific area and increase customer/ tourist appeal. This has historically been accomplished through parking improvements, advertising/promotions, and increased public services like restroom and sidewalk cleanings. In 1989, the State of California repealed the Parking and Business Improvement Area Law of 1979 and enacted the Parking and Business Improvement Area Law of 1989 (Streets and Highways Code Section 36500 et seq.). This new law was the impetus for the adoption in 1990 of City Resolution No.1882, which appointed a required five member Downtown "T" Business Advisory Board or DTBAB (formerly the Parking and Business Improvement Advisory Board or PBIAAB) to advise the City

Council regarding the level of assessments, expenditure of revenues from the assessments, and to provide an Annual Report (Attachment A) outlining certain activities within the District for the coming fiscal year. In 2019, the City Council restructured the DTBAB from a five-member to a seven-member Board with three alternate members.

On March 22, 2021, by Resolution No. 6034, the City Council ordered a report on the status and projections for Carpinteria Parking and Business Improvement Area District No. 4 for Fiscal Year 2021-22.

This matter will allow the City Council, if determined appropriate, to accept the Report and to set a public hearing date for its consideration of continuing the District.

DISCUSSION

The Board 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 Downtown "T" Business Advisory Board recommends that its Annual Report (Attachment A) be forwarded to the City Council. The Annual Report contains the following recommendations:

The General Business Assessment annual fee which is applicable to all businesses located within the boundaries of Assessment District No. 4, be suspended for Fiscal Year 2021-22 to support Downtown "T" businesses during the COVID-19 pandemic and to send out a letter to Downtown "T" businesses explaining the general business assessment suspension and informing them that they will still receive promotion and maintenance of the Downtown "T".

Special Parking Assessment Fees, which apply only to selected businesses, are currently not active.

Although there are occasional delinquencies in the payment of general business assessment fees, delinquent merchants continue to receive the benefits funded by the business assessment fees. The Downtown "T" Business Advisory Board urges the City Council to continue to support staff in vigorously pursuing delinquent assessment fees, up to and including Small Claims proceedings and/or collections, with any appeal made directly to the City Council.

Unpaid balances from an individual merchant continue to *not* be forgiven, rather the balance due be carried forward and added to assessments billed to that business in the next fiscal year. Those merchants currently delinquent will be sent a delinquent notice

and letter. There are currently six delinquent businesses with a total prior years unpaid assessment of $1,063.71.

The PBIA District spends approximately $10,000 on various Downtown "T" promotions and related activities including the Independence Day Parade, Halloween Trick or Treat, the Holiday Spirit Parade, and operation of the light pole banner program. Over the last 20 years, expenses for maintaining the City's downtown infrastructure have grown considerably. In the 1990's the City improved the Downtown with new pavement and sidewalks, landscaping, decorative street lighting and street furniture (benches, trash receptacles, newspaper vending racks, etc.) The City of Carpinteria now spends from Public Works funds, such as Gas Tax and Measure A funds, approximately $10,000 per year on steam cleaning the Downtown sidewalks, approximately $50,000 on operating and maintaining the restrooms adjacent to Parking Lot Nos. 1 and 3, and approximately $20,000 on landscaping, lighting and street furniture maintenance.

POLICY CONSISTENCY

The preparation and adoption of the Annual Report is consistent 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

Since the DTBAB recommended suspending the general business assessment fee for Fiscal Year 2021-22, the projected revenue will be $0.00. The DTBAB anticipates using the projected PBIA Fund balance of $21,272 (as of 6/30/21) to continue to pay for promotion and maintenance activities in the district for Fiscal Year 2021-22. Attachments C and D detail the state of current fund transactions, the financial condition of the District and the proposed assessment roll for fiscal year 2021-22. A description of the fees, including their status, is provided below:

General Assessment Fees: apply to all businesses within the district and are currently suspended for Fiscal Year 2020-21 to support Downtown "T" businesses during the COVID-19 pandemic. The DTBAB recommends continued suspension of the general assessment fee for Fiscal Year 2021-22. These fees are used for promotion, maintenance, and revitalization activities within the District.

Special Parking Assessment Fees: apply only to selected businesses and are based on parking shortfalls as specified by City Zoning Code and a benefit ratio. The benefit ratio is based on a business's proximity to the location of a specific parking improvement and is used for acquisition, construction, and maintenance of those specific sub area parking improvements. The City has three publicly owned parking lots that are improved through special assessments. The remaining special parking assessment (Parking Lot No. 3) has been paid off and there are no active special parking assessments for Fiscal Year 2021-22.

Parking Lot # 1 (Located on 9th 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 Fiscal Year 1996-97 an assessment fee was levied on businesses adjacent to Parking Lot #1 to reimburse the City for half of the costs incurred for resurfacing of the parking lot. Final payments on this assessment were completed in June, 2006.

Parking Lot #2 (Located on Cactus Lane)
The funding program for Parking Lot #2 was established in Fiscal Year 1987-88. SB 959 Grant monies were used to fund a portion of the cost and funding of the balance was shared equally by the City and the businesses located in the area of benefit. The business share of the assessment was paid off in June, 1997.

Parking Lot #3 (Located at the Amtrak Station on Linden Ave. and Fifth Street)
Parking Lot #3 was completed in Fiscal Year 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 #3 (also known as Sub Area "B") are currently paying an assessment of $51.00 per parking space shortfall. This debt was paid off in 2018.

The projected fund balance at the end of this fiscal year (Fiscal Year 2020-21) is $21,272. Estimated revenue for fiscal year 2021-22 is $0.00 and the proposed budget is $18,250, leaving a fund balance at June 30, 2022 of $3,022. Staff anticipates the general business assessment fee being active in Fiscal Year 2022-23 which will increase the PBIA fund balance. The proposed budget can be found in Attachment A and includes expenditures for Downtown events and activities.

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.

OPTIONS

1. Adopt Resolution Nos. 6046 and 6047, acting to accept the mandatory Annual Report and Budget and to set the matter of the continuation of Parking and Business Improvement Area District No. 4 for fiscal year 2021-22 for public hearing at the regular City Council meeting of May 24, 2021.
2. The City Council could choose not to accept the mandatory annual report and/or not set the matter of continuing the Parking and Business Improvement Area

District for fiscal year 2021-22 for public hearing; 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:	Downtown "T" Business Advisory Board Annual Report & Fiscal Year 2021-22 Proposed Budget
Attachment B:	Map of the District Boundaries
Attachment C:	State of Fund Transactions and Financial Condition for the District
Attachment D:	Proposed Assessment Roll for 2021-22
Attachment E:	Resolution No. 6046
Attachment F:	Resolution No. 6047

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Brian C. Barrett
Signature

Reviewed by:
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John L. Ilasin
Signature

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

Signature

ATTACHMENT A

Downtown "T" Business Advisory Board
Annual Report & Fiscal Year 2021-22 Proposed Budget

City of Carpinteria
Downtown "T" Business Advisory Board

ANNUAL REPORT RELATIVE TO ASSESSMENT DISTRICT NO.4 Submitted April 26, 2021

BOARD RESPONSIBILITIES

In compliance with local and State regulations, the Downtown "T" Business Advisory Board (DTBAB) is responsible for providing an operational and financial mechanism to acquire, construct, and maintain off-street public parking facilities. Additionally, the Board makes recommendations to the City Council for general promotion of business activities, economic growth and stability in the District, and general maintenance issues within the Downtown "T". The Board 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 use of funds collected by the District. Prior to preparing this report the Board reviewed the status of delinquent assessment fees and changes that have taken place on the assessment roll during the past year.

BACKGROUND

California State Law and Streets and Highways Code Sections 36500-36504 prescribe the process for levying assessments and establish guidelines for the appointment of an Advisory Board to make recommendations on assessments and use of funds collected by the Assessment District. The Downtown "T" Business Advisory Board was created in 1990 pursuant to the California Parking and Business Improvement Area Law of 1989 and was composed of five members (three assessment paying members and two at-large members). On June 24, 2019 the City Council restructured the Downtown "T" Business Advisory Board to seven members (four assessment paying members and three at-large members), as well as three alternate members. The members are appointed by the Mayor, subject to the advice and consent of the City Council. They serve at the pleasure of the City Council without pay. Four of the members must represent businesses paying assessment fees in Assessment District No. 4. The remaining three members, while preferably business-related and representative of the Assessment District, may be any qualified persons as determined by the Council. In addition, to the seven members, the City Council also created three alternate members to assist in obtaining a quorum.

ASSESSMENT DISTRICT NO. 4

Advisory Board

The Downtown "T" Business Advisory Board meets at City Hall at 8:30 a.m. on the first Thursday of every month. Meetings are conducted in accordance with the Brown Act and are open to the public.

Current Board members:

Roxanne Barbieri (Chair)	Assessment Paying Mbr. (Roxanne's A Wish and A Dream)
Mary Beth Radley	Assessment Paying Member (Homestead Antiques & Trading)
Vacant	Assessment Paying Member
Vacant	Assessment Paying Member
Monica Solórzano	At-Large Member
Vacant	At-Large Member
Vacant	At-Large Member
Vacant	Alternate Boardmember
Vacant	Alternate Boardmember
Vacant	Alternate Boardmember

District Boundaries

The boundaries of Carpinteria Assessment District No. 4 include the areas adjacent to Linden Avenue from the railroad to Carpinteria Avenue and from Holly Avenue to Palm Avenue. All businesses located within the boundary of the Carpinteria Parking and Business Improvement Area District No. 4 are subject to a general business improvement assessment as set by City Ordinance and, where applicable, a special parking benefit assessment fee based on parking requirements as outlined in the City's zoning ordinance. The District Boundaries can be found following this report.

PARKING ASSESSMENT

Businesses within the boundaries of the Assessment District are subject to a special parking benefit assessment fee, which is used to reimburse the City's General Fund for the costs associated with the City's three parking lots. By City Ordinance No. 393, the funds derived from this assessment must be used exclusively for the purpose of acquisition, construction, and maintenance of off-street parking.

The criteria used for establishing parking assessments is based on the parking requirement per the zoning ordinance, less any on-site parking provided by the business, adjusted to reflect the benefit derived from the parking lot based on distance and accessibility to the parking lot.

- **Parking Lot # 1** (Located on 9th 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 #1 to reimburse the City for costs incurred for resurfacing of the parking lot. Final payments on this assessment were completed in June, 2006.

- **Parking Lot #2** (Located on Cactus Lane)
  The funding program for Parking Lot #2 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 shared equally by the City and the businesses located in the area of benefit. The business share of the assessment was paid off in June, 1997.

- **Parking Lot #3** (Located at the Amtrak Station on Linden Ave. and Fifth Street)
  Parking Lot #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 #3 were assessed for the construction of the parking lot. This assessment was paid off in 2018.

Board Recommendation:

The Downtown "T" Business Advisory Board recommends the following to the City Council:

Parking Lot # 1, Parking Lot #2, and Parking Lot #3
Parking Lots #1, #2, and #3 are paid off. No action taken by Board.

GENERAL BUSINESS ASSESSMENT

All businesses located within the boundaries of District No. 4 are required to pay a general business assessment fee.

As outlined by City Ordinance No. 393, funds derived from the general business improvement assessment are restricted funds and must be used exclusively for the benefit of general business revitalization, promotion and improvement within the boundaries of the Parking and Business Improvement Assessment District No.4.

The General Business Assessment fee for all businesses located within the Parking and Business Improvement Area District No. 4 had not been increased since 1991 when City Resolution No. 1998 increased the assessment from the Fifty Dollars ($50.00) set by Ordinance in 1988, to One Hundred Dollars ($100.00) per business per year. On June 27, 2011, the annual general assessment was increased to One Hundred Fifteen Dollars ($115.00) per business per year, including an annual inflationary adjustment with a maximum increase of 3% annually. In 2012, the general assessment fee was adjusted to $117.00 and in 2013 was $119.00 following the inflationary adjustments. For Fiscal Year 2020-21, the Board suspended the general assessment to support Downtown "T" businesses during the COVID-19 pandemic. The Board recommends continuing the suspension of the general assessment as a good faith effort to the struggling Downtown business community and because there is still uncertainty in the ability of businesses to reopen in the next fiscal year due to the pandemic.

The annual inflationary index for this assessment is the Consumer Price Index for Urban Wage Earners and Clerical Workers for Los Angeles-Riverside-Orange County, CA. The calculation is based on a March to March increase evaluation, in accordance with other City fee adjustments. For the past couple of years, the Board has recommended that the inflationary index be suspended.

Board Recommendation:

The Downtown "T" Business Advisory Board recommends the following to the City Council:

> The General Business Assessment annual fee which is applicable to all businesses located within the boundaries of Assessment District No. 4, be suspended for FY 2021-22 to support Downtown "T" businesses during the COVID-19 pandemic and to send out a letter to Downtown "T" businesses explaining the general business assessment suspension and informing them that they will still receive promotion and maintenance of the Downtown "T".

FUNDING OF DTBAB EVENTS AND ACTIVITIES

With the adoption of a City Marketing Plan in 1993, the City Council authorized the PBIA Board to fund events and activities in the Downtown "T" with monies derived from the annual General Business Assessment fees. The use of the restricted business assessment fees as the primary funding source changed the scope of the 1993 City Marketing Plan, at least geographically, from focus on a "Community-wide" plan to a Downtown "T" plan.

The Downtown "T" Business Advisory Board budget allocates the fees for planning and promotion of events held in the Downtown "T", as well as cooperative advertising programs, preparation and distribution of a courtesy map listing merchants in the Downtown "T", maintenance and replacement of the existing flag (banner) systems, a signage program, and many other maintenance/improvement activities.

It should be noted that the Project Carpinteria Committee, which was formed under the Marketing Plan and made up of PBIAAB members and representatives of the Carpinteria Valley Chamber of Commerce, has been dissolved and is no longer an active Committee under the Downtown "T" Business Advisory Board.

In October, 2007 the City Council approved the formation of a more inclusive community committee, separating it from the PBIAAB. Funding for the new "Carpinteria First" Committee was provided by the General Fund, with the expectation that the Committee would focus on events and activities that benefit the entire community. The Carpinteria First Committee was dissolved in 2019.

The Downtown "T" Business Advisory Board continues to have the responsibility and duty to oversee the Assessment District parking and business assessment fees in compliance with State regulations, including the responsibility to promote and encourage the economic growth and stability of the district. The Board also continues to plan and promote activities and events in the Downtown "T".

The DTBAB reviewed the proposed 2021-22 budget prepared by City staff. The balanced budget included various promotional, marketing, maintenance, improvements and special events that highlight the Downtown "T". In adopting the budget, the DTBAB recommends that the budget be reviewed during the next fiscal year to explore ways to reduce the costs of the special events and parades while increasing the funds allocated to promotions and marketing.

PROPOSALS

The Downtown "T" Business Advisory Board recommends the following proposals to the City Council:

1. Although delinquent in the payment of general business assessment fees, the delinquent merchants continue to receive the benefits funded by the business assessment fees. The Council is urged to continue to support staff in vigorously pursuing delinquent assessment fees, up to and including Small Claims proceedings, with any appeal made directly to the City Council.

2. Unpaid balances from an individual merchant continue to *not* be forgiven, but the balance due be carried forward and added to assessments billed to that business in the next fiscal year. Those merchants currently delinquent will be sent out a delinquent notice and letter.

PRESENTATION OF REPORT

It is recommended that the City Council accept this report and continue the existing Parking and Business Improvement Area District No. 4 for Fiscal Year 2021-2022, including the various proposals and recommendations associated therewith as presented or with modification.

SUBMITTED April 26, 2021 by:

Brian C. Barrett, Staff Liaison
Downtown "T" Business Advisory Board

CITY OF CARPINTERIA
Assessment District No. 4
Parking and Business Improvement Area Fund 38
General Business Assesment Budget
FY 2021-2022

Estimated Fund Balance on 7/1/21	**$**	**21,272.00**
General Assessment	**$**	**-**
Estimated General Assessment Revenue 2021-2022	**$**	**-**
Estimated Parking Lot Assessment Revenue 2021-2022	**$**	**-**
Total Estimated Revenue	**$**	**-**
Budgeted Expenditures	**$**	**18,250.00**

Estimated General Fund Subsidy to Cover Parking Lot #3 Debt

Item Description		FY 21/22 Proposed Budget
Employee Salaries		
Portion of Annual Salary Attributed to DTBAB		$ 5,250.00
Staff Liaison Work		
SUB TOTAL		$ 5,250.00
Contract Services (210-161-5301)		
Laundering Banners		$ 500.00
PBIA Portion of Independence Day Parade		$ 1,800.00
PBIA Portion of Holiday Spirit Parade		$ 1,800.00
SUB TOTAL		$ 4,100.00
Printing & Advertising (210-161-5500)		
Advertisements (Halloween & DTBAB Mtgs.)		$ 1,000.00
SUB TOTAL		$ 1,000.00
Dues & Subscriptions (210-161-5510)		
BMI/ASCAP Musical Licensing		$ 1,500.00
SUB TOTAL		$ 1,500.00
Equipment/Office Rent & Leases (210-161-5536)		
Downtown "T" Washing Stations		$ -
SUB TOTAL		$ -
Supplies & Materials (210-161-5560)		
Banner Setup/Hardware		$ 500.00
Halloween Candy		$ 200.00
SUB TOTAL		$ 700.00
Street Maintenance (210-431-5302)		
Downtown "T" Trash Can Steam Cleaning		$ 5,700.00
SUB TOTAL		$ 5,700.00
Transfers In / (Transfers Out)		
Transfers In		
(Transfers Out)		
SUB TOTAL		$ -
GRAND TOTAL OF EXPENSES		**$ 18,250.00**
Projected Fund Balance (as of 6/30/22)		**$ 3,022.00**

ATTACHMENT B

Map of the District Boundaries



Attachment B

District Boundaries of Carpinteria
Parking and Business Improvement Area
District No. 4


Parking Lot No. 1
STERLING AVE.
STERLING WAY
DRIVE
TOMOI
UMU
NIPOMO
INHERE
OGAN ROAD
VALLECITO
CHURCH LN.
EUGENIA PL
SAWYER AVE.
ELM LN.
CARPINTERIA
AVE.
NINTH ST.
JUNIPER PL.
CACTUS LN
ARBOR MHP
EIGHTH ST.
HOLLY
ELM
CEDAR PL
LINDEN
CITRUS PL
MAPLE
WALNUT
MAIN SCHOOL
SEVENTH ST.
ASH AVE
FIFTH ST.
SIXTH ST.
FOURTH STREET
POST AVE
JUNE AVE

Sub-Area "A"



Attachment B

Sub Area "B"



Exhibit "A"
Sub Area "C"
Parking Lot #2

Parking Lot #2

ATTACHMENT C

State of Fund Transactions and Financial Condition for the District

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	$ 21,272
Fiscal Year Revenues	12,935	14,880	16,228	552	-
Fiscal Year Expenditures	7,633	15,914	33,577	24,850	18,250
Fund Balance; June 30	63,953	62,920	45,570	21,272	3,022
Revenue Over/(Under) Expense	$ 5,302	$ (1,034)	$ (17,349)	$ (24,298)	$ (18,250)
B. BALANCE SHEET, JUNE 30					
ASSETS:					
Cash in Savings	$ 63,953	$ 62,920	$ 45,570	$ 21,272	$ 3,022
Total Assets	63,953	62,920	45,570	21,272	3,022
LIABILITIES AND FUND BALANCE:					
Accounts Payable	-	-	-	-	-
Fund Balance	63,953	62,920	45,570	21,272	3,022
Total Liabilities & Fund Balance	$ 63,953	$ 62,920	$ 45,570	$ 21,272	$ 3,022
C. FISCAL YEAR REVENUE DETAIL:					
Use of Money & Property	$ 175	$ 1,166	$ 2,439	$ 552	$ -
Assessment General BusinessDistrict #4 Assessment	$ 12,760	$ 13,714	$ 13,789	$ -	$ -
Parking Lot Assessment	-	-	-	-	-
Transfer In	-	-	-	-	-
Total Revenues	$ 12,935	$ 14,880	$ 16,228	$ 552	$ -
D. FISCAL YEAR EXPENDITURE DETAIL:					
Salaries				5,250	5,250
Marketing Materials	$ 6,054	$ 13,230	$ 4,218	$ 1,800	$ 4,100
Street Maintenance	-	-	13,436	5,400	5,700
Parking Lot #3 Debt		-	-		
Printing & Advertising	182	136	201	3,150	1,000
Dues & Subscriptions				1,500	1,500
Supplies & Materials		48		950	700
Equipment/Office Rent & Leases				6,800	-
Transfer Out	1,397	2,500	15,722		-
Total Operating Expense	7,633	15,914	33,577	24,850	18,250
Capital Improvements					
Total Capital Outlay Expense	-	-	-	-	-
Total Expenditures	$ 7,633	$ 15,914	$ 33,577	$ 24,850	$ 18,250

ATTACHMENT D

Proposed Assessment Roll for 2021-22

PBIA Assessment Roll FY 2021-22
Summary

Status Code	
Unpaid Assessment	0
Paid Assessment	1
Vacant	99

Occupants	126	85.14%	
Vacants	22	14.86%	
Total	**148**	**100.00%**	

Vacant	22	14.86%	
Unpaid	123	83.11%	97.62%
Paid	3	2.03%	2.38%
Total	**148**	**100.00%**	**100.00%**

Lot 1 Assessment	*$0.00*
Lot 3 Assessment	*$0.00*
General Assessment	*$0.00*
Penalty Month	*0*

← *Inputs here affect Assessment Roll*

Total Adjusted Assessment Lot 1	$0.00
Total Adjusted Assessment Lot 3	$0.00
Total General Business Assessment	$0.00
Total Prior Year Unpaid Assessments	$1,063.71
Total Penalties	$0.00
Total Assessed	**$1,063.71**

Total Paid Assessment	$0.00
Total Unpaid Assessment	$0.00
Total Unpaid Vacant Assessment	$0.00
Total Prior Year Unpaid Assessment	$1,063.71
Total Penalties	$0.00
Total	**$1,063.71**

PBIA Assessment Roll FY 2021-22

Line #	Street No.	Street Name	Unit #	Business Name	Gross Assessment Lot 1	Gross Assessment Lot 3	Benefit Adjustment Factor	Adjusted Assessment Lot 1	Adjusted Assessment Lot 3	General Business Assessment	Prior Year Unpaid Assessments	Total Assessed	Sub Area	Total Square Feet	Spaces Required	Spaces Provided	Deficit Lot 1	Deficit Lot 3	Assessment Per Space
1	890	Cactus Lane		Alley Pets	$0.00	$0.00	0.50	$0.00	$0.00	$0.00	$238.50	$238.50	C	900	3.60	4.00	0.00	0.00	$0.00
2	4806	Carpinteria Ave		Sansum Clinic	$0.00	$0.00	0.30	$0.00	$0.00	$0.00	$0.00	$0.00	A	9,742	36.00	26.00	10.00	0.00	$0.00
3	4819	Carpinteria Ave		VACANT LOT (To Be M3)	$0.00	$0.00	0.30	$0.00	$0.00	$0.00	$0.00	$0.00	A	1,474	0.00	0.00	0.00	0.00	$0.00
4	4835	Carpinteria Ave		Omni Catering	$0.00	$0.00	0.30	$0.00	$0.00	$0.00	$0.00	$0.00	A	2,000	25.00	12.00	13.00	0.00	$0.00
5	4846	Carpinteria Ave		Angels	$0.00	$0.00	0.30	$0.00	$0.00	$0.00	$0.00	$0.00	A	2,752	5.50	3.00	2.50	0.00	$0.00
7	4850	Carpinteria Ave	A	Rockwell Printing	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	625	1.25	2.50	0.00	0.00	$0.00
6	4850	Carpinteria Ave		Rockwell Cleaners	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	1,925	3.85	2.50	1.35	0.00	$0.00
8	4856	Carpinteria Ave		SPACE Home & Garden	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	624	1.24	1.00	0.24	0.00	$0.00
9	4859	Carpinteria Ave		Gonzo Cycles	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	1,250	2.50	5.00	0.00	0.00	$0.00
10	4860	Carpinteria Ave		Coastal Liquors	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	1,900	3.80	1.00	2.80	0.00	$0.00
11	4869	Carpinteria Ave	B	Husted Inc.	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	756	1.51	5.00	0.00	0.00	$0.00
12	4890	Carpinteria Ave		Danny's Deli / Car Wash	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	1,056	7.00	7.00	0.00	0.00	$0.00
13	4897	Carpinteria Ave		Beach Motors & Tires	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	1,854	3.70	5.00	0.00	0.00	$0.00
14	4904	Carpinteria Ave		Nueva Imagen	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	680	1.36	1.00	0.36	0.00	$0.00
15	4912	Carpinteria Ave		Casa Don Roge	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	680	1.36	1.00	0.36	0.00	$0.00
16	4916	Carpinteria Ave		Plaza Playhouse Theater	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	3,917	43.20	12.00	31.20	0.00	$0.00
17	4920	Carpinteria Ave		Valley Barbers	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	680	1.36	1.00	0.36	0.00	$0.00
18	4924	Carpinteria Ave		Puerto Vallarta Fashion	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	680	1.36	1.00	0.36	0.00	$0.00
19	4928	Carpinteria Ave		La Tiendita	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	680	1.36	1.00	0.36	0.00	$0.00
21	4939	Carpinteria Ave	B	Bill's Coins	$0.00	$0.00	1.50	$0.00	$0.00	$0.00	$0.00	$0.00	A	174	0.34	0.00	0.34	0.00	$0.00
20	4939	Carpinteria Ave		Carpinteria Lock & Key	$0.00	$0.00	1.50	$0.00	$0.00	$0.00	$238.50	$238.50	A	633	1.27	0.00	1.27	0.00	$0.00
22	4939	Carpinteria Ave		Karen Gruszka Art Studio/CLOSED	$0.00	$0.00	1.50	$0.00	$0.00	$0.00	$0.00	$0.00	A	174	0.34	0.00	0.34	0.00	$0.00
23	4945	Carpinteria Ave		Lemos Feed and Supply	$0.00	$0.00	1.50	$0.00	$0.00	$0.00	$0.00	$0.00	A	4,500	14.99	4.00	10.99	0.00	$0.00
24	4950	Carpinteria Ave		El Payasito Party Supplies	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$119.25	$119.25	A	496	1.00	2.00	0.00	0.00	$0.00
25	4954	Carpinteria Ave		Carpinteria & Linden Pub	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	1,100	7.00	2.00	5.00	0.00	$0.00
26	4960	Carpinteria Ave		Yesenia's Boutique	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	630	1.26	0.50	0.76	0.00	$0.00
27	4961	Carpinteria Ave		Yudith's Salon	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	680	1.36	1.00	0.36	0.00	$0.00
28	4962	Carpinteria Ave		El Corte Perfecto Beauty Salon	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	630	1.26	0.50	0.76	0.00	$0.00
29	4991	Carpinteria Ave		The Coffee Bean and Tea Leaf	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	680	1.36	1.00	0.36	0.00	$0.00
30	4994	Carpinteria Ave		Santa Cruz Island Foundation	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	A	4,000	8.00	35.00	0.00	0.00	$0.00
31	5003	Carpinteria Ave		Giovannis Pizza	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	4,000	28.00	10.00	0.00	0.00	$0.00
32	5030	Carpinteria Ave		Mechanics Bank	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	C	1,925	3.60	5.00	0.00	0.00	$0.00
33	5032	Carpinteria Ave		VACANT	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	C	0	0.00	0.00	0.00	0.00	$0.00
34	5034	Carpinteria Ave		C Side Ink Studio	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	C	700	2.00	2.00	0.00	0.00	$0.00
35	5036	Carpinteria Ave		Shopping Center Group	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	C	0	0.00	0.00	0.00	0.00	$0.00
36	5050	Carpinteria Ave		Jack's Famous Bagels Inc.	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	C	5,800	36.60	24.00	0.00	0.00	$0.00
37	5065	Carpinteria Ave		Rincon Brewery, Inc.	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	4,250	8.50	7.00	0.00	0.00	$0.00
38	5080	Carpinteria Ave		VACANT (To Be Sunburst Winery)	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	0	0.00	0.00	0.00	0.00	$0.00
39	5085	Carpinteria Ave		Carpinteria 76	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	850	3.40	4.00	0.00	0.00	$0.00
40	5096	Carpinteria Ave		Teddy's By the Sea	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	2,200	24.40	19.00	0.00	0.00	$0.00
41	5100	Carpinteria Ave		Vacant / Torrey Pine	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	C	4,050	16.20	6.00	0.00	0.00	$0.00
42	5100	Carpinteria Ave		Lucky Llama, Inc.	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	0	0.00	0.00	0.00	0.00	$0.00
43	5205	Carpinteria Ave		Foster Freeze (Closed Aug. 2020)	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	C	2,800	21.20	18.00	0.00	0.00	$0.00
44	5210	Carpinteria Ave		Karen Lacks & Co. Real Estate	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	C	3,150	12.60	0.00	0.00	0.00	$0.00
45	5212	Carpinteria Ave		Christie's Chateau	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	C	1,450	4.00	1.00	0.00	0.00	$0.00
46	5250	Carpinteria Ave		Rusty's Pizza Parlor	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	C	2,840	29.00	22.00	0.00	0.00	$0.00
48	5285	Carpinteria Ave		Murphy's Vinyl Shack (Moved to 977 Linden)	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	C		0.00	0.00	0.00	0.00	$0.00
49	5292	Carpinteria Ave	#B	Fatmir Mara Ceramics LLC	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	C	0	0.00	0.00	0.00	0.00	$0.00
50	5292	Carpinteria Ave		Tom Watts Automotive/Closed	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	C	0	0.00	0.00	0.00	0.00	$0.00
51	5292	Carpinteria Ave		City Market Center	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	C	0	0.00	0.00	0.00	0.00	$0.00
47	5310	Carpinteria Ave		Eugenia Motel	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	C	0	12.00	0.00	0.00	0.00	$0.00
52	4915	Carpinteria Ave	#A	The Gym Next Door	$0.00	$0.00	1.50	$0.00	$0.00	$0.00	$0.00	$0.00	A	2,375	4.75	1.00	3.75	0.00	$0.00
53	4915	Carpinteria Ave	#C	Seascape Realty	$0.00	$0.00	1.50	$0.00	$0.00	$0.00	$0.00	$0.00	A	1,858	3.71	1.00	2.71	0.00	$0.00
54	4915	Carpinteria Ave	#D	Farmers Insurance	$0.00	$0.00	1.50	$0.00	$0.00	$0.00	$0.00	$0.00	A	760	1.52	1.00	0.52	0.00	$0.00

PBIA Assessment Roll FY 2021-22

Line #	Street No.	Street Name	Unit #	Business Name	Gross Assessment Lot 1	Gross Assessment Lot 3	Benefit Adjustment Factor	Adjusted Assessment Lot 1	Adjusted Assessment Lot 3	General Business Assessment	Prior Year Unpaid Assessments	Total Assessed	Sub Area	Total Square Feet	Spaces Required	Spaces Provided	Deficit Lot 1	Deficit Lot 3	Assessment Per Space
55	4915	Carpinteria Ave	#F	Axis One Mortgage/CLOSED	$0.00	$0.00	1.50	$0.00	$0.00	$0.00	$0.00	$0.00	A	760	1.52	1.00	0.52	0.00	$0.00
56	4915	Carpinteria Ave	#G	Alarcon Legal	$0.00	$0.00	1.50	$0.00	$0.00	$0.00	$0.00	$0.00	A	860	1.72	1.00	0.72	0.00	$0.00
57	4915	Carpinteria Ave	#H	Rhio Company, Inc	$0.00	$0.00	1.50	$0.00	$0.00	$0.00	$0.00	$0.00	A	480	0.96	1.00	0.00	0.00	$0.00
58	4943	Carpinteria Ave	#B	L's Salon	$0.00	$0.00	1.50	$0.00	$0.00	$0.00	$0.00	$0.00	A	633	1.27	0.00	1.27	0.00	$0.00
59	5025	Eighth Street		Beach Medical Clinic	$0.00	$0.00	1.50	$0.00	$0.00	$0.00	$0.00	$0.00	B	0	0.00	0.00	0.00	0.00	$0.00
60	5025	Eighth Street		Hickey Bros Land Co /Vacant	$0.00	$0.00	1.50	$0.00	$0.00	$0.00	$0.00	$0.00	B	0	0.00	0.00	0.00	0.00	$0.00
61	915	Elm Avenue		Carpinteria Valley Lumber	$0.00	$0.00	1.50	$0.00	$0.00	$0.00	$0.00	$0.00	A	5,130	20.50	11.00	9.50	0.00	$0.00
62	933	Elm Avenue		Carpinteria Landscape Nursery	$0.00	$0.00	1.50	$0.00	$0.00	$0.00	$0.00	$0.00	A	700	4.69	5.00	0.00	0.00	$0.00
63	389	Linden Avenue		The Spot	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	B	864	9.78	14.00	0.00	0.00	$0.00
64	501	Linden Avenue		City Market #15	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	B	2,080	4.16	9.00	0.00	0.00	$0.00
65	507	Linden Avenue		Esau's Coffee Shop, Inc	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	B	1,900	20.00	0.00	0.00	20.00	$0.00
66	509	Linden Avenue		Siam Elephant / Jirawat Kateloy	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	B	2,075	15.15	0.00	0.00	15.15	$0.00
67	550	Linden Avenue		TE Connectivity	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	B	40,000	80.28	7.00	0.00	73.28	$0.00
68	600	Linden Avenue		Prufrocks Bed & Breakfast/VACANT	$0.00	$0.00	1.00	$0.00	$0.00	$0.00	$0.00	$0.00	B	3,200	7.00	4.00	0.00	3.00	$0.00
69	606	Linden Avenue	#B	Blum & Sons Electric Inc	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	B	3,184	6.36	4.00	0.00	2.36	$0.00
70	619	Linden Avenue		Tide Pools	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	B	950	1.90	0.00	0.00	1.90	$0.00
71	655	Linden Avenue		Coast Calibration Co., Inc	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	B	3,300	3.00	6.60	0.00	0.00	$0.00
72	659	Linden Avenue		Rincon Designs	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	B	2,520	5.04	4.00	0.00	1.04	$0.00
73	666	Linden Avenue		GiannFranco's Trattoria	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	B	1,200	10.00	0.00	0.00	10.00	$0.00
74	686	Linden Avenue		Little Dom's Seafood	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	B	3,319	33.00	4.00	0.00	29.00	$0.00
75	699	Linden Avenue		PizzaMan Dan's	$0.00	$0.00	0.50	$0.00	$0.00	$0.00	$0.00	$0.00	B	2,109	20.00	13.00	0.00	7.00	$0.00
76	700	Linden Avenue		Austin's Home Center/CLOSED	$0.00	$0.00	0.50	$0.00	$0.00	$0.00	$0.00	$0.00	B	15,000	30.00	7.00	0.00	23.00	$0.00
77	701	Linden Avenue		The Palms Restaurant	$0.00	$0.00	0.50	$0.00	$0.00	$0.00	$0.00	$0.00	B	1,890	47.00	9.00	0.00	38.00	$0.00
78	721	Linden Avenue		Oaxaca Fresh	$0.00	$0.00	0.50	$0.00	$0.00	$0.00	$0.00	$0.00	B	1,530	15.00	4.00	0.00	11.00	$0.00
79	751	Linden Avenue	#B	Tacos Don Roge Inc	$0.00	$0.00	0.50	$0.00	$0.00	$0.00	$0.00	$0.00	B	440	6.75	0.00	0.00	6.75	$0.00
80	751	Linden Avenue		Roni's Artisanal Creamery	$0.00	$0.00	0.50	$0.00	$0.00	$0.00	$0.00	$0.00	B	1,988	4.97	2.00	0.00	2.97	$0.00
81	768	Linden Avenue		Coastland / Pro Deo Foundation	$0.00	$0.00	0.50	$0.00	$0.00	$0.00	$0.00	$0.00	B	1,100	2.20	0.00	0.00	2.20	$0.00
82	771	Linden Avenue		Laughing Buddha Thrift	$0.00	$0.00	0.50	$0.00	$0.00	$0.00	$109.71	$109.71	B	1,038	2.07	3.00	0.00	0.00	$0.00
83	776	Linden Avenue		Carpinteria T-Shirt Co.	$0.00	$0.00	0.50	$0.00	$0.00	$0.00	$0.00	$0.00	B	900	1.80	1.00	0.00	0.80	$0.00
84	794	Linden Avenue		Beach Liquors/ Tacos To Go	$0.00	$0.00	0.50	$0.00	$0.00	$0.00	$0.00	$0.00	B	1,500	3.00	1.00	0.00	2.00	$0.00
85	801	Linden Avenue		Rite Aid #5776 / Attn: Licensing Dept	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$119.25	$119.25	A	6,400	12.80	14.00	0.00	0.00	$0.00
86	850	Linden Avenue		Smart & Final #915 / Attn: Property Accounting	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	C	27,720	110.90	138.00	0.00	0.00	$0.00
87	855	Linden Avenue		Carpinteria Valley Art Council / Old Cajun Kitchen	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	A	600	1.20	0.90	0.30	0.00	$0.00
88	865	Linden Avenue		Carpinteria Valley Art Council	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	A	1,656	15.32	0.00	15.32	0.00	$0.00
89	873	Linden Avenue		Island Outfitters on Linden (for sale Aug. 2020)	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	A	2,160	4.32	4.41	0.00	0.00	$0.00
90	877	Linden Avenue		Linden Laundromat	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	C	1,080	2.16	2.20	0.00	0.00	$0.00
91	887	Linden Avenue		Head to Toe	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	A	1,080	2.16	2.20	0.00	0.00	$0.00
91A	887	Linden Avenue		Blue Orchid	$0.00	$0.00		$0.00	$0.00	$0.00	$238.50	$238.50	A				0.00	0.00	$0.00
92	888	Linden Avenue		Neumann Mendro Andrulaitis Architects	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	3,395	6.75	0.09	0.00	0.00	$0.00
93	892	Linden Avenue		Señor Frogs (Vacant)	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	1,800	11.00	0.56	0.00	0.00	$0.00
94	897	Linden Avenue		Reynaldo's Bakery	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	A	1,363	2.73	2.78	0.00	0.00	$0.00
95	900	Linden Avenue		Robitaille's Fine Candies	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	3,750	7.50	1.40	0.00	0.00	$0.00
96	901	Linden Avenue		Guicho's Eatery	$0.00	$0.00	0.80	$0.00	$0.00	$0.00	$0.00	$0.00	A	700	1.60	0.61	0.99	0.00	$0.00
97	905	Linden Avenue		Lost & Found	$0.00	$0.00	0.80	$0.00	$0.00	$0.00	$0.00	$0.00	A	1,525	3.05	0.56	2.49	0.00	$0.00
98	910	Linden Avenue	#A	S.O.A.P.	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	350	1.00	0.00	0.00	0.00	$0.00
99	910	Linden Avenue		Corktree Cellars	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	2,270	9.54	0.34	0.00	0.00	$0.00
100	914	Linden Avenue		Hurley Optical	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	1,219	2.44	0.48	0.00	0.00	$0.00
101	915	Linden Avenue		Nutbelly Pizzaria & Deli	$0.00	$0.00	0.80	$0.00	$0.00	$0.00	$0.00	$0.00	A	2,750	20.50	1.00	19.50	0.00	$0.00
102	916	Linden Avenue		Miramed and Day Spa	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	1,147	2.29	0.45	0.00	0.00	$0.00
103	919	Linden Avenue		Seastrand	$0.00	$0.00	0.80	$0.00	$0.00	$0.00	$0.00	$0.00	A	925	1.85	0.56	1.29	0.00	$0.00
104	933	Linden Avenue		Vacant (Was Gold Coast Wu-Shu Inc.)	$0.00	$0.00	0.80	$0.00	$0.00	$0.00	$0.00	$0.00	A	1,500	9.50	1.30	8.20	0.00	$0.00
105	943	Linden Avenue		Homestead Antiques & Trading	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	A	2,000	4.00	4.00	0.00	0.00	$0.00
106	944	Linden Avenue		Pacific Health Foods	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	2,800	5.60	2.00	0.00	0.00	$0.00
107	954	Linden Avenue		Carpinteria Barber	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	C	710	3.42	2.00	0.00	0.00	$0.00

PBIA Assessment Roll FY 2021-22

Line #	Street No.	Street Name	Unit #	Business Name	Gross Assessment Lot 1	Gross Assessment Lot 3	Benefit Adjustment Factor	Adjusted Assessment Lot 1	Adjusted Assessment Lot 3	General Business Assessment	Prior Year Unpaid Assessments	Total Assessed	Sub Area	Total Square Feet	Spaces Required	Spaces Provided	Deficit Lot 1	Deficit Lot 3	Assessment Per Space
108	961	Linden Avenue		Seaside Makers Collective	$0.00	$0.00	0.80	$0.00	$0.00	$0.00	$0.00	$0.00	A	2,512	4.00	1.93	2.07	0.00	$0.00
109	962	Linden Avenue		Whimsy Antiques	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	1,710	3.42	1.88	0.00	0.00	$0.00
110	963	Linden Avenue		Linden Studios	$0.00	$0.00	0.80	$0.00	$0.00	$0.00	$0.00	$0.00	A	424	1.00	2.00	0.00	0.00	$0.00
111	970	Linden Avenue		Sushi Teri	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	4,550	25.00	5.01	0.00	0.00	$0.00
112	973	Linden Avenue		The Worker Bee Cafe	$0.00	$0.00	0.80	$0.00	$0.00	$0.00	$0.00	$0.00	A	1,282	12.00	4.00	8.00	0.00	$0.00
113	977	Linden Avenue		Murphy's Vinyl Shack	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	4,550	25.00	5.01	0.00	0.00	$0.00
114	991	Linden Avenue		Luxury Nails & Spa, LLC	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	4,550	25.00	5.01	0.00	0.00	$0.00
115	901	Linden Avenue	#B	Casitas Skin Sanctuary	$0.00	$0.00	0.80	$0.00	$0.00	$0.00	$0.00	$0.00	A	700	1.60	0.61	0.99	0.00	$0.00
116	901	Linden Avenue	#C	Coast Auto Parts	$0.00	$0.00	0.80	$0.00	$0.00	$0.00	$0.00	$0.00	A	866	1.73	1.21	0.52	0.00	$0.00
117	919	Linden Avenue	#B	Tech Doctors	$0.00	$0.00	0.80	$0.00	$0.00	$0.00	$0.00	$0.00	A	350	0.70	0.56	0.14	0.00	$0.00
118	929	Linden Avenue	#A	Bon Fortune	$0.00	$0.00	0.80	$0.00	$0.00	$0.00	$0.00	$0.00	A	1,120	2.24	1.00	1.24	0.00	$0.00
119	929	Linden Avenue	#E	Traveling Pants	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	A	545	1.09	0.00	1.09	0.00	$0.00
120	505	Maple Avenue		Supersprings International, Inc.	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	B	0	0.00	0.00	0.00	0.00	$0.00
121	509	Maple Avenue		Vacant	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	B	5,200	10.40	0.00	0.00	10.40	$0.00
122	517	Maple Avenue		VACANT	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	B	4,800	9.60	0.00	0.00	9.60	$0.00
123	555	Maple Avenue		ProHealth, Inc	$0.00	$0.00	0.50	$0.00	$0.00	$0.00	$0.00	$0.00	B	1,450	2.90	7.00	0.00	0.00	$0.00
124	601	Maple Avenue		Phos Industries Inc	$0.00	$0.00	0.70	$0.00	$0.00	$0.00	$0.00	$0.00	B	3,600	7.20	0.00	0.00	7.20	$0.00
125	919	Maple Avenue		Roxanne's A Wish & A Dream	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	2,690	12.00	7.00	0.00	0.00	$0.00
126	919	Maple Avenue		Sea Rose Salon	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	400	12.00	7.00	0.00	0.00	$0.00
127	957	Maple Avenue		Lifespan Development Center / Roland Rotz PhD	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	C	480	0.96	0.65	0.00	0.00	$0.00
128	957	Maple Avenue		Twice As Nice	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	C	300	0.60	0.41	0.00	0.00	$0.00
129	957	Maple Avenue		The Castro House	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	C	480	0.96	0.65	0.00	0.00	$0.00
130	957	Maple Avenue		VACANT	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	C	480	0.96	0.65	0.00	0.00	$0.00
131	957	Maple Avenue		VACANT	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	C	480	0.96	0.65	0.00	0.00	$0.00
132	4909	Ninth Street		9th Street Dance Shoppe	$0.00	$0.00	1.50	$0.00	$0.00	$0.00	$0.00	$0.00	A	440	0.88	2.00	0.00	0.00	$0.00
133	4915	Ninth Street		Curtis Studio of Dance	$0.00	$0.00	1.50	$0.00	$0.00	$0.00	$0.00	$0.00	A	880	1.76	2.00	0.00	0.00	$0.00
134	4921	Ninth Street	#A	Watermark	$0.00	$0.00	1.50	$0.00	$0.00	$0.00	$0.00	$0.00	A	506	2.00	0.00	2.00	0.00	$0.00
135	5042	Seventh Street		Whimsy (Closed as of 8/31/18)	$0.00	$0.00	0.50	$0.00	$0.00	$0.00	$0.00	$0.00	B	360	0.72	0.00	0.00	0.72	$0.00
136	5040	Sixth Street		Serigraph Resort Wear Inc	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	B	11,328	22.70	0.00	0.00	22.70	$0.00
137	5045	Sixth Street		McKee Communications Inc	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	B	3,400	6.80	0.00	0.00	6.80	$0.00
138	5049	Sixth Street		Island Brewing Comany	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	B	7,230	18.46	0.00	0.00	18.46	$0.00
139	5055	Sixth Street		Forms & Surfaces	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	B	2,632	5.26	0.00	0.00	5.26	$0.00
140	5095	Sixth Street		The Flag Factory	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	B	13,847	27.69	0.00	0.00	27.69	$0.00
141	5096	Sixth Street		Costa's Auto Works	$0.00	$0.00	0.90	$0.00	$0.00	$0.00	$0.00	$0.00	B	3,482	6.96	8.00	0.00	0.00	$0.00
142	5025	Wullbrandt Way		Carpinteria Cotton Co	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	546	1.09	0.17	0.00	0.00	$0.00
143	5035	Wullbrandt Way		Carpinteria Nails	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	532	1.06	0.18	0.00	0.00	$0.00
144	5045	Wullbrandt Way		Santa Cruz Island Foundation	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	C	456	0.91	0.30	0.00	0.00	$0.00
145	972	Yucca Lane		Vacant	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	A	0	0.00	0.00	0.00	0.00	$0.00
146	871	Yucca Lane	#A	STP Screenprinting	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	A	0	0.00	0.00	0.00	0.00	$0.00
147	871	Yucca Lane	#B	VACANT	$0.00	$0.00	1.25	$0.00	$0.00	$0.00	$0.00	$0.00	A	0	0.00	0.00	0.00	0.00	$0.00

ATTACHMENT E

Resolution No. 6046

RESOLUTION NO. 6046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA ACCEPTING AND ORDERING THE FILING OF THE REPORT MADE PURSUANT TO THE REQUIREMENTS OF RESOLUTION NO. 6034 OF SAID COUNCIL PARKING AND BUSINESS IMPROVEMENT AREA DISTRICT NO. 4 (FY 2021-22)

WHEREAS, the City Council of the City of Carpinteria, California, did in Resolution No. 6034, adopted March 22, 2021, pursuant to the provisions of Chapters 3 and 4 "Parking and Business Improvement Area Law of 1989" of the State of California (Part 6 of Division 18 Section 36530 et seq. of the Streets and Highways Code of said State), require the Downtown "T" Business Advisory Board to make and file with the Clerk of the City Council a report in writing, presenting certain matters relating to the proposed acquisition, construction or maintenance of parking facilities for the benefit of the area; decoration of any public place in the area; promotion of public events which are to take place on or in public places in the area; furnishing music in any public place in the area; and general promotion of business activities in the area as contemplated under the provisions of said "Parking and Business Improvement Area Law of 1989"; and

WHEREAS, said Downtown "T" Business Advisory Board, pursuant to the requirements of said City Council as expressed in said Resolution and of said law, did make and on the 26th day of April, 2021, file in the office of the City Clerk (who is ex-officio Clerk of the City Council) of said City, the report in writing responsive to the requirements of said Resolution and as contemplated under the provisions of said "Parking and Business Improvement Area Law of 1989"; and

WHEREAS, said City Clerk has presented the said report to the City Council of said City, and said Council has proceeded to carefully examine, inspect and consider the said report and is satisfied with said report and with each and all of the items therein set forth;

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. That the report of the Downtown "T" Business Advisory Board of the City of Carpinteria, California, bearing date of the 26th of April, 2021, which said report was prepared and filed pursuant to the requirements of the provisions of Resolution No. 6034 of the City Council of said City and in conformity with the provisions of the "Parking and Business Improvement Area Law of 1989," of the State of California, (Part 6 of Division 18 of the Streets and Highways Code of said State), and which said report was filed in the office of the City Clerk of the City of Carpinteria, California, on the 26th day of April, 2021, be and the same is hereby approved as so prepared, presented and filed.

SECTION 2. That the City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of the City Council of said City and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

PASSED, APPROVED AND ADOPTED this 26th day of April, 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 26th day of April, 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

ATTACHMENT F

Resolution No. 6047

RESOLUTION NO. 6047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA DECLARING ITS INTENTION TO ORDER THE CONTINUATION OF AN ASSESSMENT DISTRICT AND COLLECT ASSESSMENTS PURSUANT TO THE PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989 FOR PURPOSES OF ACQUISITION, CONSTRUCTION OR MAINTENANCE OF PARKING FACILITIES AND GENERAL PROMOTION OF BUSINESS ACTIVITIES IN THE AREA DESCRIBED AS SHOWN ON THE PLAN AND DIAGRAM FOR THE FISCAL YEAR COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022; AND APPOINTING A TIME AND PLACE FOR HEARING PROTESTS IN RELATION THERETO -- CARPINTERIA PARKING AND BUSINESS IMPROVEMENT AREA DISTRICT NO. 4 (FY 2021-22)

THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the public interest and convenience require, and that it is the intention of the City Council of the City of Carpinteria, California, to order the continuation of an assessment district known as the Carpinteria Parking and Business Improvement Area District No. 4 and to levy and collect assessments pursuant to the Parking and Business Improvement Area Law of 1989 (Streets and Highways Code 36500 et seq.) and to order the acquisition, construction and maintenance of parking facilities as well as to undertake such other activities for the purpose of the general promotion of business activities within the District as described herein, shown on the diagram and plan for the Carpinteria Parking and Business Improvement Area District No. 4, all as on file in the office of the City Clerk, for the fiscal year beginning July 1, 2021.

SECTION 2. The following summarizes the proposed boundaries, assessments and programs for Fiscal Year 2021-22 for Improvement Area District No. 4:

1. The boundaries of the Parking and Business Improvement Area District No. 4 are proposed to be unchanged from FY 1997-98.

2. The General Business Assessment, applicable to all businesses within the Improvement Area District No. 4, is proposed to be suspended for FY 2021-22 to support Downtown "T" businesses during the COVID-19 pandemic.

3. The debt for the creation of Parking Lot #3 has been paid off and there will be no parking assessments within Sub-Area "B" assessed per business as detailed in the staff report dated April 26, 2021.

4. Proceeds from the General Business Assessment will be used to promote and advertise business activities within the Improvement Area, develop a directional signage program, and contribute to parking lot maintenance activities.

SECTION 3. To expedite the making of said improvement, the City Council may at any time transfer into the Carpinteria Parking and Business Improvement Area District No. 4 Fund, from the General Fund, such sums as it shall deem necessary, and the sums so transferred shall be deemed a loan to such Fund and shall be repaid out of the proceeds of the assessments provided for in this resolution, and pursuant to the provisions of the "Parking and Business Improvement Area Law of 1989," referred to herein.

SECTION 4. That said contemplated work and improvement, in the opinion of the City Council, is of more than local or ordinary benefit, and said Council hereby makes the expense of said work and improvement chargeable upon a district, which district said Council hereby declares to be the district benefited by said work and improvement, and to be assessed to pay the cost and expense thereof, which said district consists of portions of the City of Carpinteria as shown on the Diagram and Plan for said District No. 4 on file in the office of the City Clerk, and to which said Diagram and Plan reference is hereby made for a complete and detailed description of said district, excepting from said district any portion of any public street, alley or court that may be included therein. The said Diagram and Plan so on file shall govern for all details as to the extent of said assessment district.

SECTION 5. Any lots or parcels of land known as public property, as the same is defined in Section 22663, Streets and Highways Code, hereinafter referred to, which are included in the said assessment district, shall be omitted and exempt from the assessment to be made to cover the costs and expenses of said contemplated improvement.

SECTION 6. The improvement contemplated by this Resolution of Intention shall be done under the provisions of the "Parking and Business Improvement Area Law of 1989" (now Part 6 of Division 18 of the Streets and Highways Code of the State of California).

SECTION 7. That Monday, May 24, 2021, at the hour of 5:30 P.M. of said day, be and the same is hereby appointed as the time, and the Council Chamber in the City Hall, at 5775 Carpinteria Avenue in the City of Carpinteria, California, is hereby appointed as the place for hearing protests in reference to said improvement.

SECTION 8. That the City Clerk is hereby authorized, designated and directed to give notice of said hearing in time, form and manner as required by law.

SECTION 9. That the Coastal View, a newspaper of general circulation, published in the County of Santa Barbara and circulated in the City of Carpinteria, California, is hereby designated as the newspaper in which such notice shall be published.

SECTION 10. That this resolution shall take effect immediately, and the City Clerk shall certify to the passage and adoption of this resolution; shall cause the original of the

same to be entered among the original resolutions of the City Council of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

PASSED, APPROVED AND ADOPTED this 26th day of April, 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 26th day of April, 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

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 26, 2021

ITEM FOR COUNCIL CONSIDERATION

Report on Winter Protection Berm Assessment District No. 5 for Fiscal Year 2021-22.

STAFF RECOMMENDATION

Action Item _X_; Non-Action Item ___

Adopt Resolution No. 6048, acting to accept the mandatory Annual Report and Budget and to set the matter of the continuation of Assessment District No. 5 for Fiscal Year 2021-22 for public hearing at the regular City Council Meeting of May 24, 2021.

Sample Motion: I move to adopt Resolution No. 6048, as read by title only, acting to accept the mandatory Annual Report and Budget and to set the matter of the continuation of Assessment District No. 5 for Fiscal Year 2021-22 for public hearing at the regular City Council Meeting of May 24, 2021.

BACKGROUND

The Assessment District No. 5 (District) for the Winter Protection Berm Program was formed by Resolution No. 3061, dated December 14, 1992 in order to fund the annual storm wave damage reduction program. Each year, it is necessary to hold a public hearing to receive public input including any protests prior to consideration of setting the annual assessment charged to properties within the District's boundaries.

The Winter Protection Berm Program provides a measure of protection against ocean storm waves along Carpinteria City Beach. In past years when strong storms have generated flood or erosion events along Carpinteria City Beach, the Winter Protection Berm Program worked well to reduce or prevent damage.

The City continues to work with the United States Army Corps of Engineers to identify if alternate approaches might provide a more optimal solution to the chronic threat of ocean storm wave damage to public and private improvements along the ocean front.

This matter will allow the City Council, if determined appropriate, to accept the Report and to set a public hearing date for its consideration of continuing the District.

DISCUSSION

The adoption of Resolution No. 6048 is the next step toward meeting this objective. Said Resolution sets the date of the public hearing for May 24, 2021 when final action on the setting of the annual assessment for the District may be taken pursuant to Government Code Section 54954.6, which pertains to notice of assessments. See Attachment A for Resolution No. 6048.

In accordance with the City Council's Resolution Initiating Proceedings, the City Engineer has filed the report with the City Clerk as required by the Municipal Improvement Act of 1913. The report contains the following parts:

A. Plans and specifications of Winter Protection Berm Project.
B. Estimate of Project Cost.
C. Assessment Role of Parcels of Land within Assessment District.
D. Method of Apportionment of Assessment.
E. Assessment Role of the Owners of Parcels of Land within Assessment District.
F. Assessment Diagram.
G. Collection Statement.
H. Unpaid Assessment Statement.

See Attachment B for Report of the City Engineer.

POLICY CONSISTENCY

The Winter Protection Berm Program is an important public safety project that protects public and private property improvements along Carpinteria City Beach. The purpose of the Winter Protection Berm Program is to provide for a measure of protection to improvements behind Carpinteria City Beach. Protection is needed during the winter in the event of a severe winter storm. Historically, powerful waves generated by large Pacific Ocean storms have been known to overrun and flood local beaches and coastal structures. The Winter Protection Berm Program is intended to help reduce the frequency of damage to the housing front which otherwise might occur if no berm was built.

The Safety Element of the City's General Plan and Local Coastal Plan states the following:

Objective S-4: Minimize the potential risks and reduce the loss of life, property and the economic and social dislocations resulting from flooding.

Further policy consistency may be found in the Safety Element's Implementation Measure No. 13:

13. The City shall support and facilitate the current Army Corps of Engineers (ACOE) feasibility study and otherwise pursue long-term solutions for beach nourishment and establishment of a vegetated dune system at City Beach. As an interim measure, and with permission from the Coastal Commission and US Army Corps of Engineers, the City may construct a sand berm on the City Beach parallel to the homes fronting on the beach.

FINANCIAL CONSIDERATIONS

The City utilizes the revenue from Assessment District No. 5 to partially pay for the Winter Protection Berm Program. Should the District not collect the funds as programmed, the City would need to find an alternative source of funds or discontinue the Winter Protection Berm Program.

The proposed action is the next step toward continuing the District providing funding for annual Beach Berm construction.

District funding	$20,228.34
City Contribution	$15,271.66
Total Annual Cost	$35,500.00

LEGAL

The minimal protection provided by the berm is not intended to serve as a substitute for any private storm protection improvements or private flood insurance. The winter protection berm is not impervious to being destroyed itself. Even with the winter protection berm in place, the possibility of damage to public and private improvements by winter storms still exists.

OPTIONS

1. Adopt Resolution No. 6048, acting to accept the mandatory Annual Report and Budget and to set the matter of the continuation of Assessment District No. 5 for Fiscal Year 2021-22 for public hearing at the regular City Council Meeting of May 24, 2021.
2. The City Council, at its discretion, may modify the findings of the Report in any respect (Streets and Highway Code Section 10300) and the modified Report will stand as the Report for all subsequent proceedings except that the City Council may not change the boundaries of the District to include any territory that will not, in its judgment, be benefitted by the improvement.
3. The City Council could choose not to accept the mandatory Annual Report and/or not set the matter of continuing Assessment District No. 5 for public hearing; 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. 6048
Attachment B: Report of the City Engineer

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. 6048

RESOLUTION NO. 6048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA TO SET THE ASSESSMENT FOR THE CITY OF CARPINTERIA'S ASSESSMENT DISTRICT NO. 5 FOR THE 2021-22 FISCAL YEAR. (PURSUANT TO THE MUNICIPAL IMPROVEMENT ACT OF 1913)

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CARPINTERIA DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City Council intends to set the amount of the assessment for the City of Carpinteria's Assessment District No. 5 and to levy and collect this assessment pursuant to the Municipal Improvement Act of 1913, Streets and Highways Code.

SECTION 2. The improvements to be made in this assessment district are generally described as follows:

> The annual installation and removal of Winter Protection Berm that is located along the entire length of the Carpinteria City Beach between Linden Avenue and the western limits of the City of Carpinteria along the coastline.

SECTION 3. This assessment district is known as Assessment District No. 5, City of Carpinteria, Santa Barbara County, California. The general location of this assessment district includes the area northerly of Carpinteria City Beach and southerly of Sandyland Avenue in the City of Carpinteria.

SECTION 4. In accordance with the City Council's Resolution Initiating Proceedings, the City Engineer has filed with the City Clerk the report required by the Municipal Improvement Act of 1913. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the Assessment District No. 5 and the proposed assessments upon assessable lots and parcels of land within the assessment district.

SECTION 5. On Monday, the 24th day of May, 2021, at the hour of 5:30 o'clock PM, or as soon thereafter as may be heard, the City Council will conduct a public hearing on the levying of the proposed assessment and ordering the installation of the improvements. The public hearing will be held in the City Council Chambers located at 5775 Carpinteria Avenue, Carpinteria, California.

SECTION 6. By adoption of this Resolution, the City Council indicates its intention to comply with the requirements of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931, Streets and Highways Code Section 2800 and following including specifically Sections 2960 and 2961 thereof.

SECTION 7. The City Clerk is authorized and has been directed to give the notice of this hearing as required by Government Code Section 54954.6.

PASSED, APPROVED AND ADOPTED on April 26, 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 April 26, 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

ATTACHMENT B

Report of the City Engineer

City of Carpinteria Assessment District #5

The Carpinteria Beach Winter Protection Berm

District's Engineer's Report

Fiscal Year 2021 – 22

This report contains the following parts:

A. Plans and specifications of the winter berm project.

B. An estimate of the costs of the project.

C. An assessment role.

D. A statement of the method in which project costs were apportioned to each benefited parcel of land within the district.

E. A list of the names and addresses of each owner of property within the district's boundaries known to the City.

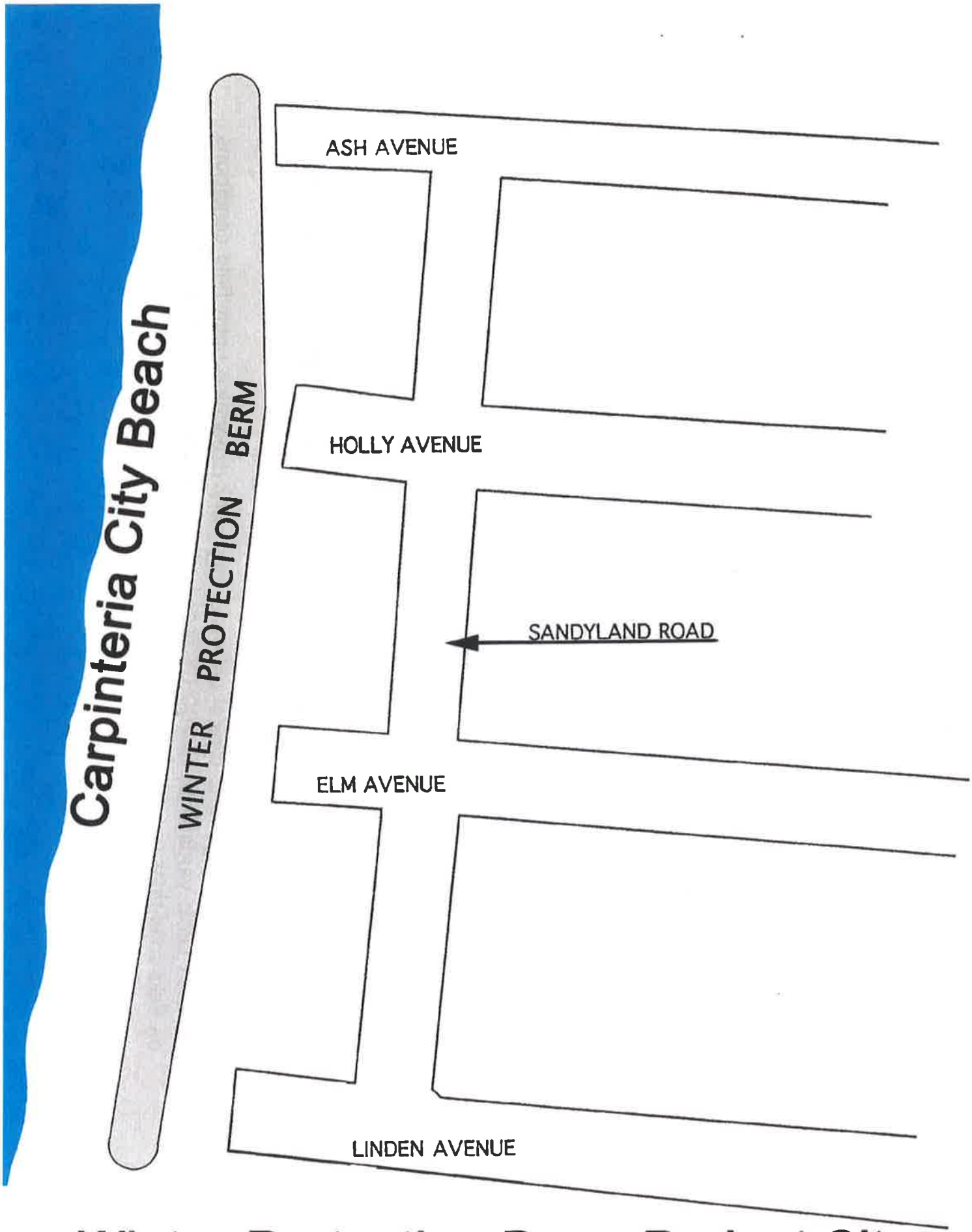
F. An assessment diagram.

G. A statement which confirms the collection of assessments for the project may be subsequent to the work for the project.

H. A statement of the total amount of assessments for all properties with in district's boundaries which remains unpaid and the total true value, as near as may be determined, of the parcels of land and improvements that are proposed to be assessed. This is provided pursuant to §2961 of California's Streets and Highways Code known as the Majority Protest Act of 1931.

PART A

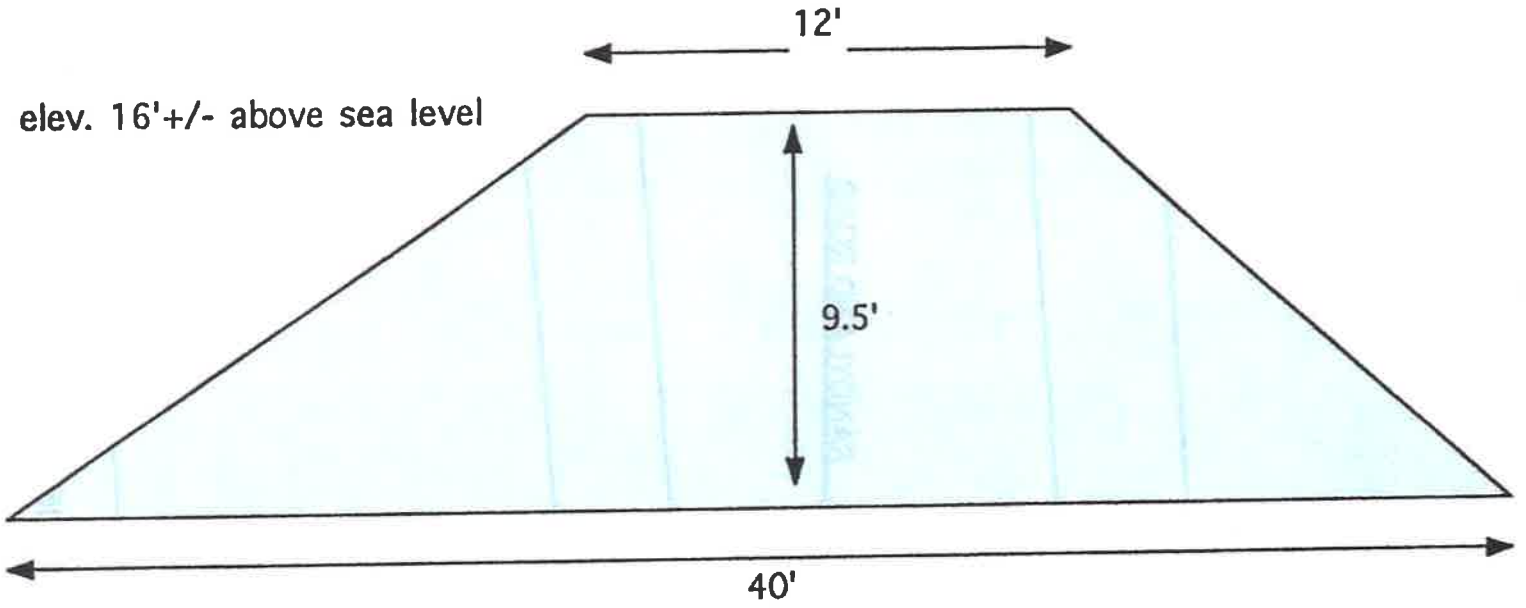
Plans and Specifications for the Project



Winter Protection Berm Project Site

Carpinteria, California 93013

CITY OF CARPINTERIA WINTER PROTECTION BERM (TYPICAL SECTION)



Typical Section
(no scale)

Material for construction of berm shall be bulldozed from seaward side during low tide

Notes:
1. Typical section diagram is typical only and may vary depending upon field conditions
2. Estimated cubic yardage is 13,200 CY based on 1,440 linear feet. This will vary depending on field conditions.

PART B

Estimate of Project Cost

PART B

Engineer's Report
Estimate of Project Cost
Carpinteria City Beach Winter Protection Berm
Fiscal Year 2021-2022

The following estimate of project cost for the Carpinteria City Beach Winter Protection Berm is prepared in order to determine the anticipated cost of installing, maintaining, and removing the annual project. Variables that exist in this estimation include not knowing what beach conditions will be for the berm installation in the fall, what level of maintenance will be necessary to keep the berm intact during the winter and how much machine time will be needed to remove the berm in the springtime. Other components of the cost estimate are more reliable. These components include the cost of biological reporting and project administration.

The installation of the winter protection berm is accomplished by a negotiated contract pursuant to 22032(a) of the California Public Contract Code. This code states that public projects of forty-five thousand dollars ($45,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.

The cost to construct the berm in 2021-2022 Fiscal Year is estimated to be $12,000. This amount is based upon the following breakdown;

Machine time $12,000.00

The quantity of maintenance needed throughout the winter storm season is based upon the severity of weather encountered during the time the berm is in place. Some winters require no maintenance while others can require a significant maintenance effort. An amount should be contributed each year in an effort to anticipate some level of maintenance. Again based upon empirical data, a contribution of five thousand dollars per year should on average be adequate.

$5,000.00

Removal of the berm in order to return the berm material to the upper tidal zone and to reconfigure the beach to a natural spring profile also varies for several reasons. Should the winter be exceptionally mild, and the berm remains one hundred percent intact, a greater amount of time will be required to remove it. After some winter seasons, a significant portion of the berm is eroded away, reducing berm removal costs. Removal costs can thereby vary significantly from year to year.

An estimated cost for this procedure equals $12,000.00

Biological monitoring is a requirement of the Army Corps of Engineers and California Coastal Commission who grants authority to the City to do this project. Under the monitoring plan, the California grunion and snowy plover bird must be studied each season in order to insure mechanical beach sand movement does not interfere with the

spawning or nesting grounds. This procedure is performed by City staff with consultation being performed by a qualified biologist.

The cost of this operation equals $ 2,000.00

The general administration of the berm project overall includes the coordination for construction of the berm, supervision of the construction, any general or related tasks associated with berm management, monitoring of the berm in the winter to watch for berm erosion, preparation of the reports that must be submitted to the Army Corps of Engineers and the California Coastal Commission, berm assessment accounting and management

The cost of this operation equals $4,500.00

Based, therefore, on the above anticipated cost of the project,
the estimated cost in the fiscal year 2021-2022 would be thirty-five thousand five-hundred dollars. ($35,500).

The Assessment District No. 5 total assessment was set in January 1997 by a mail ballot. In that process, the total District fees were set at **Twenty thousand two hundred twenty eight and 34/100 dollars ($20,228.34).**

The City of Carpinteria may not raise that assessment without an affirmative vote of the affected property owners. As such, in 2021-22 the City will contribute to the District in an amount of fifteen thousand two-hundred seventy one dollars and 66 cents ($15,271.66). **Therefore the net amount assessable on land within the district is Twenty thousand two hundred twenty eight dollars and 34 cents ($20,228.34).**

PART C

An assessment role of the owners of parcels
of land within the assessment district.

City of Carpinteria Assessment District #5 FY 2021-22

PART C An assessment role of the parcels
of land within the assessment district.

Owner	APN	Total Assessment
Seahorse Trust 1/15/03 3612 Piffer Road SE, Olympia, WA, 98501	003-470-008	$500.52
Claire Roberts, Trustee (for) Roberts Fam Tr-B 3330 Foothill Road, Carpinteria, CA, 93013	003-470-010	$494.21
City of Carpinteria 5775 Carpinteria, Carpinteria, CA, 93013	003-470-013	$15,271.66
Tharrell D./ Dinah L. Ming 1113 Tam O Shanter Drive, Bakersfield, CA, 93309	003-490-001	$547.90
Brittany L. Barnes 1155 N Central Ave #209, Glendale, CA, 91202	003-760-001	$235.87
Mulford Family Trust 4709 Sandyland Road #2, Carpinteria, CA, 93013	003-760-002	$235.87
Campbell Sandyland LLC 15421 Chemical Lane, Huntington Beach, CA, 92647	003-760-003	$235.87
James/ Carol Miller 31838 Foxfield Drive, Westlake Village, CA, 91361	003-760-004	$235.87
Grayer Family GST Exempt Trust 14903 Valley Vista Blvd., Sherman Oaks, CA, 91403	003-760-005	$235.87
John M. Edmonston 1517 Wilson Avenue, San Marino, CA, 91108	003-760-006	$235.87
AMSS LLC 210 South Orange Grove Boulevard, Pasadena, CA, 91105	003-760-007	$235.87
Ruth Giacopuzzi 22419 Gilmore Street, Canoga Park, CA, 91304-3707	003-760-008	$235.87
Frank/ Margaret Roughan Family Trust 7/10/96 4709 Sandyland Road #3, Carpinteria, CA, 93013	003-770-001	$235.87
Mulford Family 2002 Disclaimer Trust Mulford 4709 Sandyland Road #2, Carpinteria, CA, 93013	003-770-002	$235.87
Rodney A./ Ann B. Resnik Trustees (for) Resnik Liv 1988 352 Calle Converse, Camarillo, CA, 93010-1836	003-770-003	$235.87
Resnik 1988 LIV TR 352 Calle Converse, Camarillo, CA, 93010-1836	003-770-004	$235.87
Lee Jamieson 3101 State Road, Bakersfield, CA, 93308	003-800-001	$235.87
Krystyna Jamieson 3101 State Road, Bakersfield, CA, 93308	003-800-002	$235.87

City of Carpinteria Assessment District #5 FY 2021-22

PART C An assessment role of the parcels
of land within the assessment district.

Owner	APN	Total Assessment
Dennis Maul Sales, Inc. 2729 21st Street, Bakersfield, CA, 93301	003-800-003	$244.52
4975 Sandyland Road Association 4975 Sandyland Road #101, Carpinteria, CA, 93013	003-830-001	$193.80
Charles R./ Alleman 2004 N. Tracy Road, Simi Valley, CA, 93063	003-830-002	$193.80
4975 Sandyland Road Association 3324 State Street #F, Santa Barbara, CA, 93105	003-830-003	$193.80
4975 Sandyland Road Association 4975 Sandyland Road #104, Carpinteria, CA, 93013	003-830-004	$193.80
4975 Sandyland Road Association 1466 Equistrian Avenue, Thousand Oaks, CA, 91360	003-830-005	$193.80
4975 Sandyland Road Association 4194 Regal Oak Drive, Encino, CA, 91436	003-830-006	$193.80
Kathleen Ann Daley Schroeder 5075 East Powers Avenue, Clovis, CA, 93611	003-830-007	$193.80
4975 Sandyland Road Association 835 Holly Avenue, Carpinteria, CA, 93013	003-830-008	$193.80
Javier Echeverria 4403 Bear Mountain Boulevard, Bakersfield, CA, 93313	003-830-009	$193.80
Schifrin Family Truat 18764 Fairfield Road, Northridge, CA, 91326	003-830-010	$193.80
4975 Sandyland Road Association 3766 Oleander Drive, Highland, CA, 92346	003-830-011	$193.80
David Blackburn 32451 Mediterranean Drive, Monarch Beach, CA, 92629	003-830-012	$193.80
Ron Palacios P.O. Box 940148, Simi Valley, CA, 93094	003-830-013	$193.80
Brian E. McKee 4212 E. Los Angeles Avenue #3441, Simi Valley, CA, 93063	003-830-014	$193.80
Nancy A. Wright 3153 Scottys Terrace, Simi Valley, CA, 93063	003-830-015	$193.80
Fortner/ Guyor Family Survivors Trust 12/9/2002 P.O. Box 1530, Wrangell, AK, 99929	003-830-016	$193.80
4975 Sandyland Road Association 29480 Bertrand Drive, Agoura Hills, CA, 91301-4126	003-830-017	$193.80
McAdams Family Trust 4/13/12 1311 Kenwood Road, Santa Barbara, CA, 93109	003-830-018	$193.80

City of Carpinteria Assessment District #5 FY 2021-22

PART C An assessment role of the parcels of land within the assessment district.

Owner	APN	Total Assessment
Gerlach Family Living Trust 3/27/97 Joanne C. Gerlach 1186 Deep Wood Drive, Westlake Village, CA, 91362	003-830-019	$193.80
James/ Patricia Riner Ttrust 9/14/92 23222 8th Street, Newhall, CA, 91321	003-830-020	$193.80
Kozman Family Trust 5/27/09 Day Trust 4259 Clarinda Drive, Tarzana, CA, 91356	003-830-021	$193.80
4975 Sandyland Road Association 203 Quincy Avenue, Long Beach, CA, 90803	003-830-022	$193.80
4975 Sandyland Road Association 1784 Collingswood Court, Westlake Village, CA, 91362-4730	003-830-023	$193.80
4975 Sandyland Road Association 3630 Viewcrest Drive, Burbank, CA, 91504	003-830-024	$193.80
4975 Sandyland Road Association 12008 Wood Ranch Road, Granada Hills, CA, 91344-2160	003-830-025	$193.80
James Russo 32314 121 ST E, Juniper Hills, CA, 93553	003-830-026	$193.80
4975 Sandyland Road Association 10726 Esther Avenue, Los Angeles, CA, 90064-3223	003-830-027	$193.80
4975 Sandyland Road Association 4605 Windsor Blvd, Cambria, CA, 93428	003-830-028	$193.80
Clifford H./ Patricia J. Aldrich TR 11/87 707 East Palm #A, Burbank, CA, 91501	003-830-029	$193.80
Genstil Trust 798 Preakness Place, Newbury Park, CA, 91320-4927	003-830-030	$193.80
4975 Sandyland Road Association 91 Dombey Circle, Thousand Oaks, CA, 91360	003-830-031	$193.80
Todhunter Living Trust 47/28/04 3101 Coronado Drive, Fullerton, CA, 92835	003-830-032	$193.80
David Blackburn 32451 Mediterranean Drive, Monarch Beach, CA, 92629	003-830-033	$193.80
Murachanian Family Trust Murachanian 2370 Sherwood Road, San Marino, CA, 91108	003-830-034	$193.80
Frey Family Trust 9/20/90 31349 Cherry Drive, Castaic, CA, 91384	003-830-035	$193.80

City of Carpinteria Assessment District #5 FY 2021-22

PART C An assessment role of the parcels
of land within the assessment district.

Owner	APN	Total Assessment
Ross/McDonough Family Trust 12/03/2013 11601 Wilshire Blvd. #2150, Los Angeles, CA, 90025	003-830-036	$193.80
Tybarca Sortino Partners, LLC (DE) Friedman 31200 Cedar Valley Drive, Westlake Village, CA, 91362-4035	003-840-013	$251.03
Patrick/ Merry G. Henry 2007 Revocable Living Trust 139 Wood Duck Avenue, Sanger, CA, 93657	003-840-014	$251.03
PANT PROPERTIES, LP 18537 Parthenia Street, Northridge, CA, 91324-4026	003-840-015	$251.03
Mezzio, Sandra Separate Property Trust Mezzio 198 Tiburon Lane, Santa Barbara, CA, 93108	003-840-016	$251.03
Susan Lynn Smith 119 4th Street, Seal Beach, CA, 90740	003-840-017	$251.03
Mary M. Clark, Trustee 8/30/88 4925 Sandyland Road # F, Carpinteria, CA, 93013- 2357	003-840-018	$251.03
John D./ Christina Lund Revocable Living Trust 98 Olive Mill Lane, Santa Barbara, CA, 93108	003-850-013	$369.40
Jack L. Sinclair 800 W 1st Street #2308, Los Angeles, CA, 90012	003-850-014	$251.03
Garcia Family Trust 10/30/02 Jensen 5301 Scott Robertson Road, Hidden Hills, CA, 91302	003-850-015	$251.03
Bama & Bampa Exemption Trust 9/7/05 888 Calle Del Norte, Camarillo, CA, 93010	004-090-001	$235.30
Louis/ Jacqueline Carnevale, Trustees 4867 Sandyland # B, Carpinteria, CA, 93013-2359	003-490-025	$235.30
Brian G. Fitzgerald, Trustee 1935 Calamar Court, Camarillo, CA, 93010-9279	004-090-003	$235.30
Zeola Living Trust 1/9/87 4924 El Carro Lane, Carpinteria, CA, 93013	004-090-004	$235.30
David/ Lorraine Paich 501 S. Beverly Drive #3, Beverly Hills, CA, 90212-4520	004-091-001	$235.24
Leide, Lucy Candler Trust 1/22/57 3903 Bellaire Boulevard, Houston, TX, 77025	004-091-002	$235.24
Judith Caratan Living trust 9/27/04 11611 Harrington Street, Bakersfield, CA, 93311	004-091-003	$235.24
Hobin Family Trust 8908 Versailles Drive, Bakersfield, CA, 93311	004-091-004	$235.24

City of Carpinteria Assessment District #5 FY 2021-22

PART C An assessment role of the parcels
of land within the assessment district.

Owner	APN	Total Assessment
MARCHBANKS PROPERTIES, LLC 2402 Exton Street, Bakersfield, CA, 93311	004-091-005	$235.24
Christopher Marin Caratan 2901 22nd Street, Bakersfield, CA, 93311	004-091-006	$235.24
Scott Ellis McIntosh 14919 La Cumbre Drive, Pacific Palisades, CA, 90272	004-091-007	$235.24
Richard De Mornay, Trustee P.O. Box 4085, Santa Barbara, CA, 93140-4085	004-091-008	$235.24
Doris L. Ecker Trust 2/18/97 412 Oak Hill Drive, Belleville, ILL, 62223-2236	004-101-001	$219.45
Myron & Connie Cook Family Trust 7/10/07 6612 Palm Tree Circle, Bakersfield, CA, 93308	004-101-002	$219.45
Bama & Bampa Survivor's Trust 9/7/05 888 Calle Del Norte, Camarillo, CA, 93010-8442	004-101-003	$219.45
Schreiner Trust 2/19/93 347 El Tuaca, Camarillo, CA, 93010	004-101-004	$219.45
Collier Living Trust 012/20/1989 185 Crestview Avenue, Camarillo, CA, 93010-1759	004-101-005	$219.45
Brock M. Allison 6952 Iron Oak Drive, Bakersfield, CA, 93312	004-101-006	$219.45
Katheryn A. Mullins, Trustee P. O. Box 156, Solvang, CA, 93464-0156	004-101-007	$219.45
Ecker 1980 Family Trust 14 Brentford Court #8, Camarillo, CA, 93010-2013	004-101-008	$219.45
GPREV, LLC 2086 Cervato Drive, Camarillo, CA, 93012	004-109-001	$248.37
M.B. Duncan Separat Property Trust P.O. Box 21235, Bakersfield, CA, 93390	004-109-002	$248.37
MARINA SHORES, LP 4681 Sierra Madre Rd., Santa Barbara, CA, 93110-1322	004-115-001	$236.37
MARINA SHORES, LP 4681 Sierra Madre Rd., Santa Barbara, CA, 93110-1322	004-115-002	$236.37
MARINA SHORES, LP 4681 Sierra Madre Rd., Santa Barbara, CA, 93110-1322	004-115-003	$236.37
	TOTAL	**$35,500.00**

PART D
Engineer's Report
Method of Apportionment of Assessment
Carpinteria City Beach Winter Protection Berm
Fiscal Year 2021-22

The Carpinteria City Beach Winter Protection Berm Project is constructed along the Carpinteria City Beach bordered on the east by Linden Avenue and to the west by Ash Avenue. The berm is constructed each fall in order to provide a measure of protection to public and private improvments from severe winter storms and wave action. In order to fairly assess the ocean front properties that directly benefit from the berm protection, a formula was developed which reflects the benefit each parcel of land receives.

First, the cost of providing the service is divided into fixed and variable costs. Fixed cost are those that are required regardless of the amount of sand actually moved. These include the permit compliance, biological monitoring and administration of the berm project. The fixed costs are apportioned equally to all properties within the boundaries of the assessment district. The contribution toward the maintenance fund is also included among the fixed costs. Variable costs include the cost of the actual machine time required to move the sand. Since properties in the District receive varying levels of benefit depending upon the property's length of beach frontage, variable cost is assigned to each property based upon its actual length of beach frontage. Condominium or apartment properties' beach frontage was determined by dividing the number of units in each complex by the length of the property's beach frontage. These variable and fixed costs were apportioned to each property and an assessment assigned as part of a Proposition 218 vote and the assessments have not been altered in subsequent years.

A City owned parcel within the District's boundaries is assessed in the same fashion as all other parcels within the District's boundaries in order to comply with Article XIII D of the California Constitution.

PART E

A list of the names and addresses of each owner of property within the district's boundaries known to the City.

City of Carpinteria Assessment District #5 FY 2021-22

PART E An assessment role of the owners of parcels of land within the assessment district.

	APN
Seahorse Trust 1/15/03 3612 Piffer Road SE, Olympia, WA, 98501	003-470-008
Claire Roberts, Trustee (for) Roberts Fam Tr-B 3330 Foothill Road, Carpinteria, CA, 93013	003-470-010
City of Carpinteria 5775 Carpinteria, Carpinteria, CA, 93013	003-470-013
Tharrell D./ Dinah L. Ming 1113 Tam O Shanter Drive, Bakersfield, CA, 93309	003-490-001
Brittany L. Barnes 1155 N Central Ave #209, Glendale, CA, 91202	003-760-001
Mulford Family Trust 4709 Sandyland Road #2, Carpinteria, CA, 93013-2255	003-760-002
Campbell Sandyland LLC 15421 Chemical Lane, Huntington Beach, CA, 92647	003-760-003
James/ Carol Miller 31838 Foxfield Drive, Westlake Village, CA, 91361-4201	003-760-004
Grayer Family GST Exempt Trust 14903 Valley Vista Blvd., Sherman Oaks, CA, 91403-4022	003-760-005
John M. Edmonston 1517 Wilson Avenue, San Marino, CA, 91108	003-760-006
AMSS LLC 210 South Orange Grove Boulevard, Pasadena, CA, 91105	003-760-007
Ruth Giacopuzzi 22419 Gilmore Street, Canoga Park, CA, 91304-3707	003-760-008
Frank/ Margaret Roughan Family Trust 7/10/96 4709 Sandyland Road #3, Carpinteria, CA, 93013	003-770-001
Mulford Family 2002 Disclaimer Trust Mulford 4709 Sandyland Road #2, Carpinteria, CA, 93013-2255	003-770-002
Rodney A./ Ann B. Resnik Trustees (for) Resnik Liv 1988 352 Calle Converse, Camarillo, CA, 93010-1836	003-770-003
Resnik 1988 LIV TR 352 Calle Converse, Camarillo, CA, 93010-1836	003-770-004
Lee Jamieson 3101 State Road, Bakersfield, CA, 93308	003-800-001
Krystyna Jamieson 3101 State Road, Bakersfield, CA, 93308	003-800-002
Dennis Maul Sales, Inc. 2729 21st Street, Bakersfield, CA, 93301	003-800-003

City of Carpinteria Assessment District #5 FY 2021-22

PART E An assessment role of the owners of parcels of land within the assessment district.

	APN
4975 Sandyland Road Association 4975 Sandyland Road #101, Carpinteria, CA, 93013	003-830-001
Charles R./ Alleman 2004 N. Tracy Road, Simi Valley, CA, 93063	003-830-002
4975 Sandyland Road Association 3324 State Street #F, Santa Barbara, CA, 93105	003-830-003
4975 Sandyland Road Association 4975 Sandyland Road #104, Carpinteria, CA, 93013	003-830-004
4975 Sandyland Road Association 1466 Equistrian Avenue, Thousand Oaks, CA, 91360	003-830-005
4975 Sandyland Road Association 4194 Regal Oak Drive, Encino, CA, 91436	003-830-006
Kathleen Ann Daley Schroeder 5075 East Powers Avenue, Clovis, CA, 93611	003-830-007
4975 Sandyland Road Association 835 Holly Avenue, Carpinteria, CA, 93013	003-830-008
Javier Echeverria 4403 Bear Mountain Boulevard, Bakersfield, CA, 93313	003-830-009
Schifrin Family Truat 18764 Fairfield Road, Northridge, CA, 91326	003-830-010
4975 Sandyland Road Association 3766 Oleander Drive, Highland, CA, 92346	003-830-011
David Blackburn 32451 Mediterranean Drive, Monarch Beach, CA, 92629	003-830-012
Ron Palacios P.O. Box 940148, Simi Valley, CA, 93094	003-830-013
Brian E. McKee 4212 E. Los Angeles Avenue #3441, Simi Valley, CA, 93063	003-830-014
Nancy A. Wright 3153 Scottys Terrace, Simi Valley, CA, 93063	003-830-015
Fortner/ Guyor Family Survivors Trust 12/9/2002 P.O. Box 1530, Wrangell, AK, 99929	003-830-016
4975 Sandyland Road Association 29480 Bertrand Drive, Agoura Hills, CA, 91301-4126	003-830-017
McAdams Family Trust 4/13/12 1311 Kenwood Road, Santa Barbara, CA, 93109	003-830-018
Gerlach Family Living Trust 3/27/97 Joanne C. Gerlach 1186 Deep Wood Drive, Westlake Village, CA, 91362	003-830-019
James/ Patricia Riner Ttrust 9/14/92 23222 8th Street, Newhall, CA, 91321	003-830-020

City of Carpinteria Assessment District #5 FY 2021-22

PART E An assessment role of the owners of parcels of land within the assessment district.

	APN
Kozman Family Trust 5/27/09 Day Trust 4259 Clarinda Drive, Tarzana, CA, 91356	003-830-021
4975 Sandyland Road Association 203 Quincy Avenue, Long Beach, CA, 90803	003-830-022
4975 Sandyland Road Association 1784 Collingswood Court, Westlake Village, CA, 91362-4730	003-830-023
4975 Sandyland Road Association 3630 Viewcrest Drive, Burbank, CA, 91504	003-830-024
4975 Sandyland Road Association 12008 Wood Ranch Road, Granada Hills, CA, 91344-2160	003-830-025
James Russo 32314 121 ST E, Juniper Hills, CA, 93553	003-830-026
4975 Sandyland Road Association 10726 Esther Avenue, Los Angeles, CA, 90064-3223	003-830-027
4975 Sandyland Road Association 4605 Windsor Blvd, Cambria, CA, 93428	003-830-028
Clifford H./ Patricia J. Aldrich TR 11/87 707 East Palm #A, Burbank, CA, 91501	003-830-029
Genstil Trust 798 Preakness Place, Newbury Park, CA, 91320-4927	003-830-030
4975 Sandyland Road Association 91 Dombey Circle, Thousand Oaks, CA, 91360	003-830-031
Todhunter Living Trust 47/28/04 3101 Coronado Drive, Fullerton, CA, 92835	003-830-032
David Blackburn 32451 Mediterranean Drive, Monarch Beach, CA, 92629	003-830-033
Murachanian Family Trust Murachanian 2370 Sherwood Road, San Marino, CA, 91108	003-830-034
Frey Family Trust 9/20/90 31349 Cherry Drive, Castaic, CA, 91384	003-830-035
Ross/McDonough Family Trust 12/03/2013 11601 Wilshire Blvd. #2150, Los Angeles, CA, 90025	003-830-036
Tybarca Sortino Partners, LLC (DE) Friedman 31200 Cedar Valley Drive, Westlake Village, CA, 91362-4035	003-840-013
Patrick/ Merry G. Henry 2007 Revocable Living Trust 139 Wood Duck Avenue, Sanger, CA, 93657	003-840-014
PANT PROPERTIES, LP 18537 Parthenia Street, Northridge, CA, 91324-4026	003-840-015

City of Carpinteria Assessment District #5 FY 2021-22

PART E An assessment role of the owners of parcels of land within the assessment district.

	APN
Mezzio, Sandra Separate Property Trust Mezzio 198 Tiburon Lane, Santa Barbara, CA, 93108	003-840-016
Susan Lynn Smith 119 4th Street, Seal Beach, CA, 90740	003-840-017
Mary M. Clark, Trustee 8/30/88 4925 Sandyland Road # F, Carpinteria, CA, 93013-2357	003-840-018
John D./ Christina Lund Revocable Living Trust 98 Olive Mill Lane, Santa Barbara, CA, 93108	003-850-013
Jack L. Sinclair 800 W 1st Street #2308, Los Angeles, CA, 90012	003-850-014
Garcia Family Trust 10/30/02 Jensen 5301 Scott Robertson Road, Hidden Hills, CA, 91302	003-850-015
Bama & Bampa Exemption Trust 9/7/05 888 Calle Del Norte, Camarillo, CA, 93010	004-090-001
Louis/ Jacqueline Carnevale, Trustees 4867 Sandyland # B, Carpinteria, CA, 93013-2359	003-490-025
Brian G. Fitzgerald, Trustee 1935 Calamar Court, Camarillo, CA, 93010-9279	004-090-003
Zeola Living Trust 1/9/87 4924 El Carro Lane, Carpinteria, CA, 93013	004-090-004
David/ Lorraine Paich 501 S. Beverly Drive #3, Beverly Hills, CA, 90212-4520	004-091-001
Leide, Lucy Candler Trust 1/22/57 3903 Bellaire Boulevard, Houston, TX, 77025	004-091-002
Judith Caratan Living trust 9/27/04 11611 Harrington Street, Bakersfield, CA, 93311	004-091-003
Hobin Family Trust 8908 Versailles Drive, Bakersfield, CA, 93311	004-091-004
MARCHBANKS PROPERTIES, LLC 2402 Exton Street, Bakersfield, CA, 93311	004-091-005
Christopher Marin Caratan 2901 22nd Street, Bakersfield, CA, 93311	004-091-006
Scott Ellis McIntosh 14919 La Cumbre Drive, Pacific Palisades, CA, 90272	004-091-007
Richard De Mornay, Trustee P.O. Box 4085, Santa Barbara, CA, 93140-4085	004-091-008
Doris L. Ecker Trust 2/18/97 412 Oak Hill Drive, Belleville, ILL, 62223-2236	004-101-001
Myron & Connie Cook Family Trust 7/10/07 6612 Palm Tree Circle, Bakersfield, CA, 93308	004-101-002

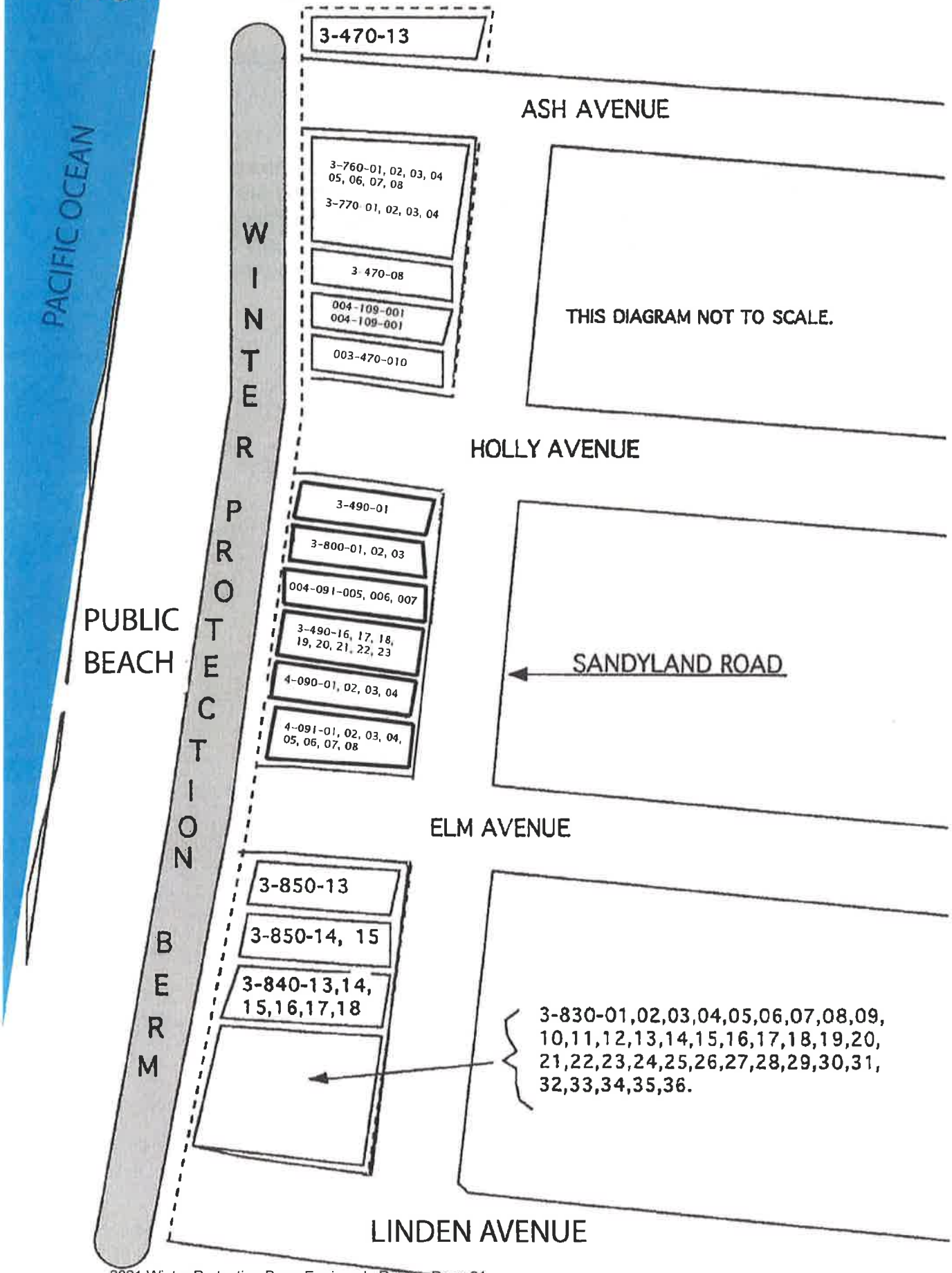
City of Carpinteria Assessment District #5 FY 2021-22

PART E An assessment role of the owners of parcels of land within the assessment district.

	APN
Bama & Bampa Survivor's Trust 9/7/05 888 Calle Del Norte, Camarillo, CA, 93010-8442	004-101-003
Schreiner Trust 2/19/93 347 El Tuaca, Camarillo, CA, 93010	004-101-004
Collier Living Trust 012/20/1989 185 Crestview Avenue, Camarillo, CA, 93010-1759	004-101-005
Brock M. Allison 6952 Iron Oak Drive, Bakersfield, CA, 93312	004-101-006
Katheryn A. Mullins, Trustee P. O. Box 156, Solvang, CA, 93464-0156	004-101-007
Ecker 1980 Family Trust 14 Brentford Court #8, Camarillo, CA, 93010-2013	004-101-008
GPREV, LLC 2086 Cervato Drive, Camarillo, CA, 93012	004-109-001
M.B. Duncan Separat Property Trust P.O. Box 21235, Bakersfield, CA, 93390	004-109-002
MARINA SHORES, LP 4681 Sierra Madre Rd., Santa Barbara, CA, 93110-1322	004-115-001
MARINA SHORES, LP 4681 Sierra Madre Rd., Santa Barbara, CA, 93110-1322	004-115-002
MARINA SHORES, LP 4681 Sierra Madre Rd., Santa Barbara, CA, 93110-1322	004-115-003

PART F

Diagram showing each parcel included in Assessment District No. 5



Part G

Collection Statement

The Collection of Assessment District No. 5 funds may take place after the construction, maintenance and / or removal of each season's project. Should in good faith, the City of Carpinteria construct the winter protection berm as described in the Park and Recreation Director's report, and subsequently, the proposed assessments be adopted, the district will reimburse the City of Carpinteria for the current season's project costs to the extent described in the Engineer's report.

PART H

Unpaid Assessment Statement

The total principal sum of unpaid assessments for all properties within the City of Carpinteria's Assessment District Number Five's boundaries which remain unpaid as computed pursuant to paragraph (1) of Subdivision (b) of §2961 of California's Streets and Highways Code known as the Majority Protest Act of 1931 is $0.00 The total true value, as near as may be determined, of the parcels of land and improvements which are proposed to be assessed is equal to $90,400,000.00 computed pursuant to paragraph (2) of subdivision (b) of §2961 of California's Streets and Highways Code known as the Majority Protest Act of 1931.

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 recieve a copy of the Action Alert, please contact your Regional Public Affairs Manager.

We appreciate your support!

*** **NOTE** ***

The Legislature has a recently changed letter submission process that requires **ALL LETTERS TO BE UPLOADED INTO A NEW ELECTRONIC PORTAL.** The portal will automatically send letters to the author's office and the committee(s) of jurisdiction.

1. Please visit https://calegislation.lc.ca.gov/advocates/ to create an account and upload this letter. If you are having difficulty accessing the portal, please contact Meg Desmond at mdesmond@cacities.org.
2. In addition to submitting the letter through the portal, please send a physical copy to your Legislator(s), and and email a copy to cityletters@cacities.org, as well as your Regional Public Affairs Manager.

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 210 (Wiener) License Plate Recognition Data Retention
This bill seeks to strictly limit local agencies access to license plate recognition data and threatens public safety by destroying valuable evidence that has historically helped to find abducted children and apprehend murder suspects, kidnappers, and sex criminals.
SB 210 Sample City Opposition 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

SB 556 (Dodd) Wireless Broadband - Removal of Local Authority of Public Rights-of-Way. This bill directly conflicts with the Federal Communications Commission's (FCC) adopted regulations on wireless services deployment, which cities and counties across the nation are actively implementing.
SB 556 Sample City Opposition Letter

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Local Recovery Update: April 14

The U.S. Department of Transportation (DOT) published this week a Notice of Funding Opportunity to apply for $1 billion in Fiscal Year (FY) 2021 discretionary grant funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grants. Projects for RAISE funding will be evaluated based on merit criteria that include safety, environmental sustainability, quality of life, economic competitiveness, state of good repair, innovation, and partnership. Within these criteria, the Department will prioritize projects that can demonstrate improvements to racial equity, reduce impacts of climate change, and create good-paying jobs. The program is one of the few DOT discretionary programs for which regional and local governments can directly compete for multimodal transportation funding. To provide technical assistance to prospective applicants, DOT is hosting a series of webinars during the FY 2021 RAISE grant application process. The deadline to submit an application is July 12, 2021 at 5 p.m. EST.

On April 12, the White House released state-by-state fact sheets that highlight the urgent need in every state across the country for the investments outlined in the new federal infrastructure proposal. The fact sheets highlight the number of bridges and miles of road in each state in poor condition, the percentage of households without access to broadband, the billions of dollars required for water infrastructure, among other infrastructure needs. The fact sheet for California can be found on the White House website.

- Advocacy Letters and Executive Director Messages
- Local Recovery Updates
- Local Recovery Webinars
- State Executive Orders
- Federal Guidance and Resources

Homelessness Resources

Last November, the League board of directors, following a policy setting retreat with other League leadership, identified addressing housing affordability and securing more resources to assist the chronically homeless as one its top three policy priorities for 2016.

Improve Housing Affordability.*Increase state and federal financial support, reduce regulatory barriers, and provide additional incentives and local financial tools to address chronic homelessness and improve housing affordability and availability in cities throughout the state.*

The rationale for this priority is obvious -- cities are on the front lines of this issue but there is little to work with. The causes include growing income disparity, uneven recovery from the recession, fewer jobs paying a living wage, flawed and disorganized systems of social services and decades of federal divestment in affordable housing production, coupled with the recent elimination of California's redevelopment agencies and the exhaustion of state housing bonds. The League advocates for constructive proposals that bring resources and flexibility to assist local agencies.

California has an estimated affordable housing shortage of more than one million homes. Funding for development and preservation of affordable homes dropped by a whopping 79 percent, from approximately $1.7 billion annually to nearly nothing. Collectively, it's not a pretty picture.

The League convened an informal homelessness working group in late 2015 comprised of city staff and elected officials from 19 diverse cities to help the organization craft positions on how state policies can best serve local communities in addressing this crisis. Principles developed by this group have been adopted by League policy committees and will be posted once they are reviewed by the full board of directors.

In March 2016, the League hosted a webinar, "Opening Doors to End Homelessness," featuring representatives of federal, state and city government. More than 115 cities took part. The webinar is available to stream. (Please note: Due to technical difficulties, no audio was recorded during the first 10 minutes of the 90-minute presentation). The PowerPoint slides are also available without the audio.

The League is assembling resources and best practices on homelessness.

Resources

Federal

- U.S. Interagency Council on Homelessness

- H.U.D. Homelessness Assistance webpage
- Mayors Challenge to End Homeless Veteran Homelessness

State

- Veterans Housing and Homelessness Prevention Program
- Emergency Solutions Grant Program

National Organizations

- National Alliance to End Homelessness

Reports

- LAO Overview of State Homelessness Programs presented to the Senate Committee on Budget and Fiscal Review
- City of Los Angeles Comprehensive Homeless Strategy (draft)
- County of Los Angeles Approved Strategies to Combat Homelessness
- Gateway Cities Council of Governments Initiative to Reduce Homelessness
- City of Sacramento Cost of Homelessness Report
- Home Not Found: The Cost of Homelessness in Silicon Valley (Economic Roundtable)
- All Alone: Antecedents of Chronic Homelessness (Economic Roundtable)

CSAC-League Homelessness Task Force Materials

On March 1, 2018, the League of California Cities® and the California State Association of Counties® released its Homelessness Task Force Report detailing tools and resources that cities and counties are using to address the needs of homeless residents in their communities.

The report is the culmination of more than a year of work by a joint task force formed in the fall of 2016 to examine a wide range of local programs and initiatives that are effectively connecting homeless Californians to services and resources to help them find and remain in permanent housing.

The report, prepared by the Institute for Local Government, offers information and research, case studies of innovative city and county programs addressing homelessness, funding resources and a template that local governments can use to create a homelessness plan.

In April, 2016, the League's Board of Directors voted to establish a joint city-county task force on homelessness issues to discuss what local governments need to prevent, assist, and reduce the number of homeless individuals and families in our communities. Materials and resources developed for and by that task force will be shared on this website.

September 23, 2016 Meeting Materials

- Agenda
- Background Paper
- CSAC Member Survey
- Powerpoint: Ben Metcalf
- Powerpoint: Emily Halcon and Cindy Cavanaugh

November 28, 2016 Meeting Materials

- Agenda
- LA County Housing Gap Analysis
- Funding Options to Address Homelessness
- Los Angeles City-County Joint Presentation

May 11, 2017 Meeting Materials

- Agenda
- Essential Components of Homelessness Plans
- BSCC 2016 MIOCR Report
- MIOCR Juvenile Request for Proposals
- LEAD Project Summaries
- LEAD Request for Proposals
- Proposition 47 Request for Proposal
- Overview of Proposed Housing Services
- Saint John's Powerpoint
- Whole Person Care Powerpoint
- Downtown Streets Team Powerpoint
- Best Practices Discussion
- Meeting Highlights

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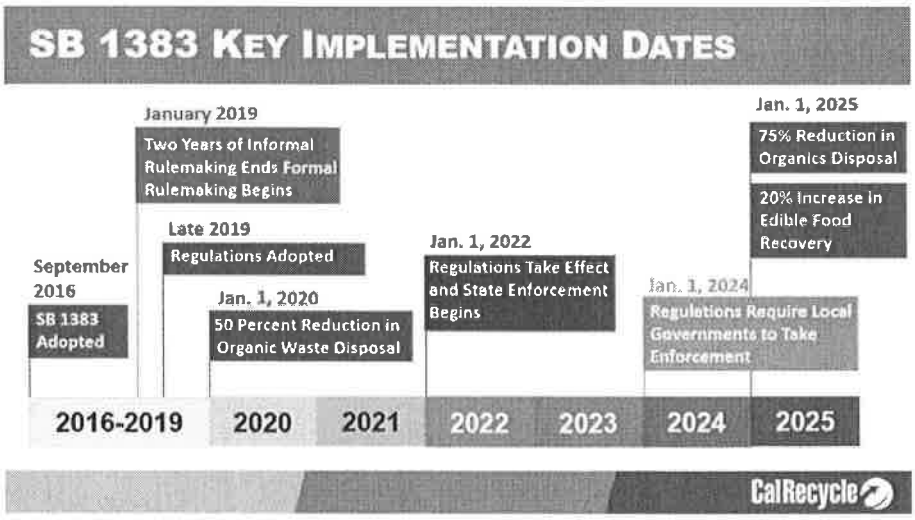
Organic Waste Recycling - SB 1383 Implementation

SB 1383 (Lara, 2016)

In 2016, the state enacted new and ambitious organic waste diversio



n goals as part of the strategy to reduce methane emissions. SB 1383 (Lara, 2016) sets state targets to divert from landfills 50% of organic waste below 2014 levels by 2020 and 75% by 2025. CalRecycle is charged with implementing this bill to achieve the organic waste disposal reduction targets and establishes an additional target that not less than 20 percent of currently disposed edible food is recovered for human consumption by 2025. In order to successfully achieve these goals, local programs will require both new collection programs and new substantial investment in infrastructure, including compost facilities.



After SB 1383 was adopted in September 2016, CalRecycle conducted two years of informal hearings with local governments and stakeholders to develop regulatory concepts. In January 2019, CalRecycle began drafting formal regulations and is expected to complete the process by the end of the year. CalRecycle has released its anticipated implementation dates following the adoption of their final regulations.

CalRecycle Educational Outreach:

Even though the SB 1383 regulations are still in the rulemaking process and will not go into effect until January 1, 2022, cities need to start planning ahead on how to best implement these requirements. CalRecycle has recently updated their website with more information and resources that can be useful to cities during this process. This includes a PowerPoint and Word document with talking points is available for download. These resources can help inform local decision makers of the high-level content of these regulations. Additionally, infographics and an implementation timeline are also available for download to highlight the progress of the program.

The SB 1383 regulations do require that jurisdictions conduct education and outreach on organics recycling to all residents, businesses (including those that generate edible food that can be donated) haulers, solid waste facilities, and local food banks and other food recovery organizations. The resources linked below can help guide and inform cities education and outreach process.

Cal Cities SB 1383 Regulation Comment Letters

The League has submitted the following comment letters to CalRecycle highlighting several concerens of the upmost importance to cities:

- 05.13.20 4th Round League Comments - SB 1383 Proposed Regs
- 02.14.20 League SB 1383 Local Services Rates Analysis Comment Letter
- 10.11.19 3rd-Round League Comments - SB 1383 Proposed Regs
- 07.16.19 2nd Round League Comments - SB 1383 Proposed Regs
- 06.27.19 Coalition Comments - SB 1383 Proposed Regs
- 02.13.19 1st Round League Comments - SB 1383 Proposed Regs
- 05.16.18 League Comments - SB 1383 Proposed Regs
- 12.05.17 League Comments - SB 1383 Proposed Regs
- 03.17.17 League Comments - SB 1383 Proposed Regs

Final Regulations Text

A copy of CalRecycle's final SB 1383 regulations text can be found here.

Addtionally, more information on the SB 1383 regulations can be found on CalRecycle's California's Short-Lived Climate Pollutant Reduction Strategy webpage.

Resources

- CalRecycle's Frequently Asked Questions about Implementing SB 1383 for collections, procurement, and food recovery
- Model Edible Food Recovery Agreement
- Model Procurement Policy

- Model Mandatory Organic Waste Disposal Reduction Ordinance
- Model Franchise Agreement and Exhibits
- Guidance on CalRecycle's SB 1383 Compliance Process
- Western City: What Cities Need to Know About SB 1383 and Funding Organic Waste Management
- Proposed Regulation Text: Third Formal Draft (10/2/19)
- CalRecycle's Updated SB1383 Website
- CalRecycle SB 1383 Webinar Recording (February 5, 2018)
- CalRecycle's Short Lived Climate Pollutants Website
- CalRecycle's Updated SB1383 Rulemaking Website
- CalRecycle Public Hearings Transcript
- CalRecycle Public Comment Letters
- CalRecycle's Start Planning Now: An Overview of SB 1383's Organic Waste Reduction Requirements YouTube Video
- CalRecycle PowerPoint
- SB1383 Infrastructure and Market Analysis Report

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Legal Advocacy Program

The League of California Cities engages in advocacy on behalf of cities before the appellate courts through the Legal Advocacy Program, because laws affecting cities are made in the courts as well as in the Legislature. Cal Cities receives counsel on its amicus or "friend-of-the-court" efforts from a Legal Advocacy Committee, which is comprised of city attorneys from throughout the state.

The Legal Advocacy Committee meets approximately four times annually. View meeting dates.

The Legal Advocacy Report is provided to keep Department members informed of the Committee's activities relating to Cal Cities' amicus participation in appellate cases.

Cal Cities weighs in on legal issues when its participation is likely to affirmatively advance cities' collective legal interests by establishing legal precedent that will help cities more effectively serve their communities. Generally, for Cal Cities to become involved in the resolution of a legal issue, cities should agree on the preferred outcome of the dispute and no city should be adversely affected by Cal Cities' efforts. In rare cases, Cal Cities will get involved in litigation or Attorney General opinions where cities do not have a common interest in the same outcome; Cal Cities will become involved in such issues only after full board consideration and approval.

Whenever possible, and to maximize the effective use of limited resources, Cal Cities will collaborate and join with other local agency associations and organizations to achieve mutually desired legal outcomes through the Legal Advocacy Program.

For additional information about the Program, please contact Corrie Manning, general counsel, Harveen Gill, assistant general counsel, Alison Leary, deputy general counsel or Janet Leonard, legal services manager.

Legal Advocacy Committee

- Committee Roster
- Committee Guidelines
- Board Guidelines
- Committee Meeting Dates
- List of Cities by Division

Amicus Support

- Request Amicus Assistance

- Request Amicus Assistance
- Recent Filings
- Litigation Update
- Amicus Guide

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Governor signs $536 million wildfire and forest resiliency budget package

Bulk of the funding goes to state, but cities also eligible for funding on wildfire prevention and urban forestry grants

April 14, 2021

Gov. Gavin Newsom on Tuesday signed into law SB 85 (Committee on Budget and Fiscal Review), a $536 million wildfire and forest resiliency budget package in hopes of helping California prepare for another dry wildfire season.

The funds come from the state's Greenhouse Gas Reduction Fund ($125.3 million) and General Fund ($411 million) dollars.

This budget package was put on a fast track through the Legislature, as the bill was amended into its current form on April 8, passed by the Legislature on April 12, and signed into law by the Governor the following day. There was an attempt to pass a $500 million wildfire funding package at the end of session last year that failed to come to fruition. As evident in the Governor's January budget proposal, wildfire prevention and mitigation continues to be a priority for state lawmakers this year.

While the bulk of these funds are directed towards the state, cities will be eligible for several large pots of funding for home hardening, urban forestry, and wildfire prevention. Notable items for cities within this funding package are:

- **$342 million to the California Department of Forestry and Fire Protection**, including but not limited to:
  - $123 million for fire prevention grants to reduce wildfire risk to homes and communities
  - $10 million for urban forestry to provide grants to local governments to plant trees, improve the management of urban forests, and better utilize wood waste
  - $2 million for defensive space inspectors in the State Responsibility Area lands to ensure that structures are in compliance with state defensible space requirements.
- **$25 million for the California Office of Emergency Services** for assisting low income and disadvantaged homeowners with home hardening programs.
- **$16 million for the Climate Catalyst Revolving Loan Fund**. Eligible uses for this fund include: providing loans, loan guarantees, and other credit support to encourage the development of businesses that utilize wood and forest biomass and encouraging private-

sector innovations in technology, business models, infrastructure, and supply chains in woody biomass markets.

- **$50 million to the Department of Conservation** for the Regional Forest and Fire Capacity Program, which provides block grants to regional and statewide entities to engage with communities, develop project priority plans, prepare projects to be shovel-ready, and implement demonstration projects.

Cal Cities will continue to monitor the state budget process and provide an updated analysis of the Governor's May revision to his initial budget proposal.

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