

City of Carpinteria
City Council Regular Meeting Agenda
Monday, August 9, 2021
Council Chamber, 5775 Carpinteria Avenue

5:30 p.m. Regular Meeting
In-Person and Virtual Participation Options

IN RESPONSE TO THE GOVERNOR'S ISSUANCE OF EXECUTIVE ORDER N-07-21, WHICH FORMALLY RESCINDED CALIFORNIA'S STAY-AT-HOME ORDER ISSUED LAST IN MARCH 2020, AND EXECUTIVE ORDER N-08-21, AND SANTA BARBARA COUNTY HEALTH OFFICER ORDER, THE CITY OF CARPINTERIA HAS MADE THE DECISION TO PROVIDE BOTH IN-PERSON AND VIRTUAL ATTENDANCE AND PARTICIPATION OPTIONS AVAILABLE FOR THIS MEETING.

To minimize the potential spread of the COVID-19 virus, the City of Carpinteria is requiring all individuals to wear face coverings while inside City Council Chambers, regardless of vaccination status.

Attendance/Viewing Options:

- Attend the in-person meeting in City Council Chambers at City Hall (5775 Carpinteria Ave.)
- View the meeting live through the City's website (<https://carpinteria.ca.us/city-hall/agendas-meetings>) on your computer, tablet or smartphone.
- View the meeting on Government Access Television Channel 21 (broadcast live and rebroadcast on the Wednesday and the Saturday following the meeting at 8:00 p.m. and 5:00 p.m., respectively).
- Call 669-900-9128 (and enter Webinar ID 889 0390 2262) to listen to the meeting on your phone.
- Join the City's Zoom webinar from your computer, tablet, or smartphone by [CLICKING HERE](#). Alternatively, you can join the Zoom webinar by logging on to www.zoom.us, downloading the application, selecting "Join Meeting", and entering Webinar ID 889 0390 2262.

Public Comments

- Provide a live public comment during the in-person meeting in City Council Chambers at City Hall (5775 Carpinteria Ave.). 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.
- Coordinate with the City Clerk to provide a live public comment (as either a general public comment or on a specific agenda item) by phone by sending an

email to PublicComment@ci.carpinteria.ca.us by **12:00 P.M. on the day of the meeting** and including 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 telephonically. 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.

- Provide a live comment through the City's Zoom webinar platform (through the link provided above). 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.
- Submit a written comment (as either a general public comment or on a specific agenda item) to be distributed to Council Members by **12:00 P.M. on the day of the meeting** by either submitting your comment via (1) email to PublicComment@ci.carpinteria.ca.us, or (2) the **eComment** link on the City's agenda website (<https://carpinteria.ca.us/city-hall/agendas-meetings>). Please reference the agenda item to which your comment pertains. Note that written comments will not be read into the record during the meeting.

Please note that the City will make every effort to make the meeting accessible virtually; however, if one of the above virtual attendance/viewing or public comment options is unavailable due to technological issues, you are invited to take advantage of one of the other participation options outlined above (including attending and providing public comment in-person in the City Council Chambers). Additional options may be made available at the meeting.

Additionally, as the situation with COVID-19 continues to evolve, the City will provide updates on 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.

Also, please note that Spanish interpretation will be available at the in-person meeting (but will not be available through the City's Zoom webinar).

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

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:

1. Approve the minutes of the special City Council meeting of July 19, 2021.

2. Approve the minutes of the regular City Council meeting of July 26, 2021.
3. Receive and file the Expenditures for the period beginning July 17, 2021 and ending July 30, 2021.
4. Approve the Declaration of City-owned Property/Equipment as Surplus Assets.

ADMINISTRATIVE MATTERS:

5. Request from Coalition Against Gun Violence for financial support for its gun buyback event in Santa Barbara County.

Recommendation: Consider the request and, if determined appropriate, authorize the expenditure of \$500 to support the Coalition Against Gun Violence gun buyback event in Santa Barbara County.

Staff Presenter: Dave Durflinger, City Manager

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

6. Closeout of Project No. 15030 – 2021 Pavement Maintenance Project.

Recommendation: Authorize the Mayor to sign the Closeout Agreement and Release of Claims for Project No. 15030 – 2021 Pavement Maintenance Project with VSS International, Inc.

Staff Presenter: John L. Ilasin, Public Works Director

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

PUBLIC HEARING:

7. Approval of the Resolution No. 6069, Authorizing the Issuance of Tax-Exempt Bonds by Independent Cities Finance Authority to refinance and finance acquisition, operation, and maintenance of the Vista de Santa Barbara Mobile Home Park located at 6180 Via Real.

Recommendation: Conduct a Public Hearing and Adopt Resolution No. 6069, as read by title only, approving issuance of tax-exempt bonds by the Independent Cities Finance Authority to refinance and finance acquisition, operation, and

maintenance of the Vista de Santa Barbara Mobile Home Park located at 6180 Via Real.

Staff Presenter: Dave Durflinger, City Manager

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

OTHER BUSINESS:

8. Formation of a Harbor Seal Advisory Committee.

Recommendation: Approve the statement of purpose, select one of the options presented for the creation of a Harbor Seal Advisory Committee, and appoint up to two of its members to serve on the Committee.

Staff Presenter: Dave Durflinger, City Manager

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

9. Consultant Services Agreement between the City of Carpinteria and John Douglas, AICP, Owner, JHD Planning LLC to prepare the City's 2023-2031 Housing Element for an amount not-to-exceed \$64,680.

Recommendation: Authorize the City Manager to execute an Agreement for Consultant Services to prepare the City's 2023-2031 Housing Element for an amount not-to-exceed \$64,680.

Staff Presenter: Steve Goggia, Community Development Director

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

10. 2021 Work Plan Status Report.

Recommendation: Receive and file the 2021 Work Plan status report.

Staff Presenter: Dave Durflinger, City Manager

- a. Staff Report
- b. Public Comment

c. City Council Determination

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

TEMPORARY ADJOURNMENT FOR THE PURPOSE OF HOLDING THE MONTHLY MEETING OF THE CARPINTERIA LIBRARY BOARD OF TRUSTEES

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

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)
- k. Multijurisdictional Solid Waste Task Group (Lee/Alt. Alarcon)

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 September 13, 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, August 4, 2021, in the City Clerk's Office, on the City Hall Public Notices Window, and on the Internet.

**City of Carpinteria
City Council Minutes
Special Meeting
Council Chamber
Monday, July 19, 2021**

In-Person and Virtual

Acting City Clerk Brian C. Barrett noted for the record that in response to the Governor's Executive Orders N-07-21 and N-08-21, the City of Carpinteria has made the decision to provide both in-person and virtual attendance and participation options available to the public for this meeting and additionally noted the protocols by which the public could participate and should one of the virtual attendance/viewing or public comment options be unavailable due to technological issues, the public is invited to take advantage of one of the other participation options available.

All Councilmembers and staff were physically present in the Council Chamber.

CALL TO ORDER

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

ROLL CALL

Councilmembers present:

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

Staff members present:

Dave Durflinger, City Manager
Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber
Schreck, LLP acting as City Attorney of the City
of Carpinteria
Mack Carlton, on behalf of Brownstein Hyatt Farber
Schreck, LLP acting as City Attorney of the City
of Carpinteria
Brian C. Barrett, Acting City Clerk
Erin Maker, Environmental Program Manager
Matt Roberts, Parks, Recreation & Public Facilities
Director

PLEDGE OF ALLEGIANCE

Mayor Nomura led those present in the salute to the flag.

CITY COUNCIL BUSINESS

The City Council met to discuss the following subject matter:

Approval of a proposed Lease Disposition and Development Agreement (“LDDA”) between the City and 499 Linden Managers for the Surfliner Inn Project, located at 499 Linden Avenue.

Recommendation: Adopt Resolution No. 6067, approving the LDDA and attachments and authorizing its execution by the Mayor on behalf of the City.

Staff Presenter: Matt Roberts, Parks, Recreation & Public Facilities Director, Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria, and Mack Carlton on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria

Applicant: Whitt Hollis and Jeff Theimer, representing 499 Linden Managers, LLC. Mr. Hollis was present in the Council Chambers while Mr. Theimer was present via Zoom.

PUBLIC COMMENT WILL BE HEARD CONCERNING ONLY THE AGENDIZED ITEM FOR THIS SPECIAL MEETING

Emails distributed: Pamela Enticknap, Michael Rogers, Everett Schopper, Rozalyn Kohute, John Jackson, 123formbuilder.com, Lori Greenburg, Hanna Brand

In-Person Speakers: Suzette Chafey, Sue Skenderian, Kika Hutchings, Shawn C. White, Amrita Salm, Tilda Pilcher for Marla Daily, Will Carleton, Brad Smith, Barbara Smith, Betty Songer, Carla Stein, Lorraine McIntire, Lisa Patsch, Amy Orozco, Giti White, Anne Fraser, Kathleen Reddington, Michael Sipiora

Speakers via Zoom: Eric Brittain, Alison Johnson, Julia Mayer, Fred Shaw, Gary Campopiano

Speakers via telephone: Tina Frontado

Vice Mayor Clark left the Council Chambers at 7:15 pm and returned at 7:16 pm.

Motion by Councilmember Lee, seconded by Councilmember Carty, to adopt Resolution No. 6067, approving the Agreement and authorizing its execution by the Mayor on behalf of the City. The roll call vote was as follows:

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

NOES: Vice Mayor Clark
ABSENT: None
ABSTAIN: None

The motion carried.

ADJOURNMENT

Mayor Nomura adjourned the meeting at 7:35 p.m.

Wade T. Nomura, Mayor

ATTEST:

Brian C. Barrett, Acting City Clerk

**City of Carpinteria
City Council Minutes
Regular Meeting
Council Chamber
Monday, July 26, 2021**

In-Person and Virtual

Acting City Clerk Brian C. Barrett noted for the record that in response to the Governor's Executive Orders N-07-21 and N-08-21, the City of Carpinteria has made the decision to provide both in-person and virtual attendance and participation options available to the public for this meeting and additionally noted the protocols by which the public could participate and should one of the virtual attendance/viewing or public comment options be unavailable due to technological issues, the public is invited to take advantage of one of the other participation options available.

CALL TO ORDER

Mayor Nomura called the meeting to order at 5:42 pm.

ROLL CALL

Councilmembers present:

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

Staff members present:

Dave Durflinger, City Manager
Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber
Schreck, LLP acting as City Attorney of the City
of Carpinteria
Brian C. Barrett, Acting City Clerk
Olivia Uribe Mutal, Program Manager
Syndi Souter, Associate Planner
Steve Goggia, Community Development Director

PLEDGE OF ALLEGIANCE

Mayor Nomura led those present in the salute to the flag.

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

1. Southern California Edison (SCE) Presentation on Reliability Report.

Danielle Anderson with Southern California Edison provided the Presentation on Reliability Report.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

Lieutenant Butch Arnoldi with the Santa Barbara County Sheriff's Department provided an update on crime in the City.

CITY MANAGER'S REPORT

City Manager Durflinger mentioned the following items for the August 9th City Council meeting:

- First monthly meeting of the Library Board of Trustees
- Review of Mid-Year Workplan
- Creation of Harbor Seal Committee
- Refinancing debt of Vista de Santa Barbara Mobile Home Park (TEFRA hearing)

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT

Speakers in-person: Christie Boyd and Linda Lisiecki

Emails distributed: Mark Leaf

AGENDA MODIFICATIONS: NONE

CONSENT CALENDAR:

Motion by Councilmember Lee, seconded by Councilmember Alarcon, to approve Consent Calendar Item Nos. 2 through 6. The roll call vote was as follows:

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

The motion carried unanimously.

2. Approve the minutes of the regular City Council meeting of July 12, 2021.
3. Receive and file the Expenditures for the period beginning July 3, 2021 and ending July 16, 2021.

4. Receive and file the Contracts Executed by the City Manager on behalf of the City for the Period of June 15, 2020, through July 20, 2021.
5. Receive and file a Report of Monthly City Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds.
6. Receive and file the report of the Quarterly Review of Pension Stabilization Trust.

ADMINISTRATIVE MATTERS:

7. Cancellation of the regular City Council meeting of August 23, 2021.

Recommendation: Authorize the cancellation of the August 23, 2021 City Council meeting.

Staff Presenter: Brian C. Barrett, Acting City Clerk

There was no public comment.

Motion by Councilmember Alarcon, seconded by Councilmember Lee, to authorize the cancellation of the August 23, 2021 City Council meeting. The roll call vote was as follows:

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

The motion carried unanimously.

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

Recommendation: (1) Approve the travel request of Mayor Nomura and Councilmember Alarcon to attend the League of California Cities 2021 Annual Conference and Expo in Sacramento. (2) Designate a voting delegate.

Staff Presenter: Brian C. Barrett, Acting City Clerk

There was no public comment.

Motion by Councilmember Lee, seconded by Vice Mayor Clark, to (1) approve the travel request of Mayor Nomura and Councilmember Alarcon to attend the League of California Cities 2021 Annual Conference and Expo in Sacramento and (2) designate Mayor

Nomura as the primary delegate and Councilmember Alarcon as the alternate delegate. The roll call vote was as follows:

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

The motion carried unanimously.

PUBLIC HEARING:

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

Recommendation: Approve and Adopt Resolution No. 6065, Updating the Fire Protection Mitigation Fee Schedule for Development, and Approving and Accepting the Carpinteria-Summerland Fire Protection District's Annual Report.

Staff Presenter: Brian C. Barrett, Acting City Clerk and Fire Marshal Rob Rappaport, Carpinteria-Summerland Fire Protection District

There was no public comment.

Motion by Councilmember Alarcon, seconded by Councilmember Lee, to adopt Resolution No. 6065, as read by title only. The roll call vote was as follows:

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

The motion carried unanimously.

OTHER BUSINESS:

10. Receiving and acting on recommendations of the City Council District Elections Ad hoc Committee concerning: (1) Whether the number of Districts to be formed will be four or five; and (2) What the process will be for determining the first three Districts coming up for the first election in November 2022; and (3) What District Mapping tools will be made available to the public.

Recommendation: Accept and approve the recommendations of the City Council District Elections Ad hoc Committee as follows: (1) Direct that maps be prepared for its consideration with five City Council districts; and (2) Determine the order in which districts will come up for election by relying on the related provisions of Election Code Section 10010(b) and (3) Direct that drafting of maps by the public be facilitated through multiple means including the DistrictR software platform and paper maps, through online and manual resources, web based and in-person instruction.

Staff Presenter: Dave Durflinger, City Manager, Olivia Uribe Mutal, Program Manager, and Consultant Paul Mitchell with Redistricting Partners

There was no public comment.

Councilmember Lee made a motion to accept and approve the recommendations of the City Council District Elections Ad hoc Committee with the exception of having the Committee return to discuss whether to have four or five districts. He observed the importance of the community electing an at-large Mayor.

The motion died due to a lack of a second.

Motion by Vice Mayor Clark, seconded by Councilmember Carty, to accept and approve the recommendations of the City Council District Elections Ad hoc Committee. The roll call vote was as follows:

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

The motion carried.

11. Review of home sale prices and adjusting the in-lieu affordable housing fee pursuant to Carpinteria Municipal Code Chapter 14.75, Inclusionary Housing Requirement, and, if desired, adopt Resolution No. 6064, as read by title only, adjusting the affordable housing in-lieu fees for condominiums and single-family dwellings.

Recommendation: Receive and file the report on the City's home sales prices for 2020 and adjust the affordable housing in-lieu fee for condominiums and single-family dwellings.

Staff Presenter: Syndi Souter, Associate Planner and Steve Goggia, Community Development Director

There was no public comment.

Motion by Councilmember Alarcon, seconded by Vice Mayor Clark, to adopt Resolution No. 6064, as read by title only, adjusting the affordable housing in-lieu fees for condominiums and single-family dwellings. The roll call vote was as follows:

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

NOES: None

ABSENT: None

ABSTAIN: None

The motion carried unanimously.

LEGISLATIVE UPDATE:

City Manager Durflinger reported on the League of California Cities webinar that updated cities on positions the League has taken or recommends with regard to pending legislation. He referred to AB 500 which the Council was interested in taking a position at the prior regular meeting and discussed that the League is making some changes to AB 500 and the City is waiting to see if the League's opposed position will be modified to AB 500.

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

Mayor Nomura temporarily adjourned the meeting at 7:05 pm.

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

Mayor Nomura reconvened the meeting at 7:08 pm.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Lee reported on the Ad Hoc City Council Library Committee meeting where a future item will be brought forward at a future City Council meeting for consideration. Councilmember Alarcon reported on a July 22nd Santa Barbara Joint Affordable Housing Task Group where micro units was discussed.

Councilmember Alarcon asked if COVID-19 reports could resume given that Santa Barbara County may be going into a third wave of the pandemic. City Manager Durflinger responded that the reports could resume if the Council wished for that. He noted that those reports stopped when the County Office of Emergency Management ended their regular reports.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the next City Council meeting. Councilmember Alarcon noted she would be participating remotely via Zoom.

ADJOURNMENT

Mayor Nomura adjourned the meeting at 7:14 p.m.

Wade T. Nomura, Mayor

ATTEST:

Brian C. Barrett, Acting City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT August 9, 2021

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning July 17, 2021 and ending July 30, 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 July 17, 2021 and ending July 30, 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: 07/17/2021 - 07/30/2021

Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
132725	APOLLO WOOD RECOVERY, INC. Invoice	06/30/2021	07/22/2021 PLAYGROUND CHIPS FOR EL CARRO PARK	Regular	7,765.00	99681
138115	Invoice	06/30/2021	PLAYGROUND CHIPS FOR MONTE VISTA PARK			
287303896883X07	AT&T MOBILITY Invoice	06/30/2021	07/22/2021 CITY HALL MONTHLY PHONE BILL-JUNE 2021	Regular	580.89	99682
INV0002572	BEN DARIN Invoice	06/30/2021	07/22/2021 REFUND OVERPAYMENT OF STR TOT AND PENALTIES	Regular	1,843.68	99683
581069	BIG GREEN CLEANING COMPANY Invoice	06/30/2021	07/22/2021 HOMELESS ENCAMPMENT CLEANUP CARP BRIDGE 5/18, 5/25	Regular	485.00	99684
1381107	BLUEBEAM, INC. Invoice	07/22/2021	07/22/2021 FY21-22 SOFTWARE SUBSCRIPTION FOR COMMUNITY DEVELOPME	Regular	594.00	99685
519878	CA DEPT OF JUSTICE Invoice	06/30/2021	07/22/2021 JUN21 FINGERPRINT APPLICATIONS	Regular	64.00	99686
77113	CANNON Invoice	06/30/2021	07/22/2021 JUN21 PLAN CHECKS	Regular	1,573.50	99687
27045360	CANON FINANCIAL SERVICES, INC Invoice	07/22/2021	07/22/2021 JUL21 CHARGES FOR CANON 5760 & CANON B&W 6275	Regular	1,249.52	99688
57267	COASTAL VIEW NEWS Invoice	07/22/2021	07/22/2021 ABOP ADVERTISING 07/08/2021	Regular	322.00	99689
CARP 6.30.20	COUNTY OF SANTA BARBARA - PUBLIC WORK: Invoice	06/30/2021	07/22/2021 TRAFFIC SIGNAL MAINTENANCE & REPAIR 7/1/19-6/30/20	Regular	6,212.35	99690
CARP 6.30.21	Invoice	06/30/2021	TRAFFIC SIGNAL MAINTENANCE & REPAIR 7/1/20-6/30/21			
JUL21 001 3011 02	COX BUSINESS Invoice	07/22/2021	07/22/2021 JUL21-VETS HALL INTERNET SERVICES	Regular	135.94	99691
9402483385	CRAFCO INC Invoice	06/30/2021	07/22/2021 Z-RENTAL FOR STREET MAINTENANCE	Regular	4,360.00	99692
07/01/21	DALE REDFIELD Invoice	06/30/2021	07/22/2021 LIBRARY CONSULTANT SERVICES-06/16/21 TO 06/25/21	Regular	231.00	99693
CA49976	DAVE BANG ASSOCIATES INC. Invoice	06/30/2021	07/22/2021 MEMORIAL BENCH FOR VETS HALL	Regular	1,361.18	99694
INV0002567	DEPARTMENT OF CONSERVATION Invoice	06/30/2021	07/22/2021 STATE "SMIP" BUILDING FEE REMITTANCE (FY 2020-2021; Q1)	Regular	3,560.33	99695
INV0002568	Invoice	06/30/2021	STATE "SMIP" BUILDING FEE REMITTANCE (FY 2020-2021; Q2)			
INV0002569	Invoice	06/30/2021	STATE "SMIP" BUILDING FEE REMITTANCE (FY 2020-2021; Q3)			
INV0002570	Invoice	06/30/2021	STATE "SMIP" BUILDING FEE REMITTANCE (FY 2020-2021; Q4)			
JUL21 805-684-761	FRONTIER COMMUNICATIONS Invoice	07/22/2021	07/22/2021 PHONE & INTERNET SERVICES FOR LG TOWER & BOATHOUSE	Regular	144.90	99696
163222	GHD INC. Invoice	06/30/2021	07/22/2021 MAY21 LOCAL ROAD SAFETY PLAN	Regular	9,802.00	99697
164775	Invoice	06/30/2021	JUN21 LOCAL ROAD SAFETY PLAN			
	IMPULSE ADVANCE COMMUNICATIONS		07/22/2021	Regular	1,608.31	99698

Warrant Register

Date Range: 07/17/2021 - 07/30/2021

Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Payment Amount	Number
67745	Invoice	07/22/2021	JULY 2021 PHONE SERVICES STATEMENT			
	INTERWEST CONSULTING GROUP		07/22/2021	Regular	1,440.00	99699
70717	Invoice	06/30/2021	JUN21 TRAFFIC AUGMENTATION SERVICES			
70718	Invoice	06/30/2021	JUN21 ENGINEERING SERV. FOR CROSSWALK IMPROVEMENTS			
	LILIANA CARRILLO		07/22/2021	Regular	255.00	99700
6/4/2021	Invoice	06/30/2021	REFUND VETS HALL DEPOSIT			
	LIN CONSULTING INC.		07/22/2021	Regular	3,874.94	99701
14291	Invoice	06/30/2021	JUN21 DESIGN SERVICES FOR CARP X PALM AVE INTERSEC			
	LINDA STARLIN		07/22/2021	Regular	100.00	99702
06/30/2021	Invoice	06/30/2021	REFUND VETS HALL DEPOSIT			
	MARIA PAZ		07/22/2021	Regular	255.00	99703
06/18/2021	Invoice	06/30/2021	REFUND VETS HALL DEPOSIT			
	MNS ENGINEERS INC		07/22/2021	Regular	6,672.50	99704
78068	Invoice	06/30/2021	MAY21 PROJ OVERSIGHT SERVICES FOR HWY 101 PHASE 4A			
78121	Invoice	06/30/2021	MAY21 INSPECTION SERVICES FOR GREEN HERON PROJECT			
	MOSS, LEVY & HARTZHEIM LLP		07/22/2021	Regular	1,000.00	99705
28256	Invoice	06/30/2021	AUDIT SERVICES TO DATE			
	MUNICIPAL CODE CORPORATION		07/22/2021	Regular	1,109.21	99706
00360401	Invoice	06/30/2021	SUPPLEMENT PAGES, IMAGES, GRAPHS, CODE OF ORDINANC			
	PACIFIC CIVIL SOLUTIONS		07/22/2021	Regular	21,915.93	99707
00003	Invoice	06/30/2021	JUN21 CONSULTANT SERVICES FOR CARP PED. BRIDGE			
00004	Invoice	06/30/2021	REMAINDER JUN21 CONSULTANT SER. FOR CARP PED. BRIDG			
	PLANNING & DEVELOPMENT-COUNTY OF SAN		07/22/2021	Regular	1,220.10	99708
INV0002571	Invoice	06/30/2021	MAY21 COUNTY PLANNING CHECKS FOR RINCON MULTI USE			
	ROY HARTHORN		07/22/2021	Regular	11,270.27	99709
1461	Invoice	06/30/2021	JUN21 PLAN CHECK SERVICES			
	SHOWSCAPES		07/22/2021	Regular	3,930.00	99710
38827472	Invoice	06/30/2021	OAK TREE CATERPILLAR PREVENT-5290 OGAN RD 06/11/21			
38827711	Invoice	07/22/2021	TRUNK INJECTION TREATMENT ON ASH TREES 7/7/21			
	ST JOSEPH CATHOLIC CHURCH		07/22/2021	Regular	900.00	99711
07/06/2021	Invoice	07/22/2021	PROJECT CLOSE OUT AND REFUND			
	STAPLES ADVANTAGE		07/22/2021	Regular	105.17	99712
3480117996	Invoice	06/30/2021	ENVELOPES, PENCILS, RUBBER BANDS, PAPER			
	THI T. TRAN		07/22/2021	Regular	450.00	99713
244282	Invoice	06/30/2021	REFUND FOR JR LIFEGUARD PROGRAM			
	THOMSON REUTERS		07/22/2021	Regular	168.08	99714
844605866	Invoice	06/30/2021	JUN21 WEST INFORMATION CHARGES			
	UNION PACIFIC RAILROAD COMPANY		07/22/2021	Regular	582.98	99715
90108471	Invoice	06/30/2021	APR21 PLAN REVIEW FOR RINCON MULTI-USE TRAIL			
	VANTAGEPOINT TRANSFER AGENTS - 457		07/22/2021	Regular	9,763.16	99716
INV0002576	Invoice	06/30/2021	FY21 CITY MANAGER AGREEMENT ICMA CONTRIBUTIONS			
	WEST COAST ARBORISTS, INC.		07/22/2021	Regular	41,964.00	99717
174088	Invoice	06/30/2021	TREE MAINTENANCE 06/01/21-06/15/21			
174428	Invoice	06/30/2021	TREE MAINTENANCE 06/16/21-06/30/21			
	YADIRA OROZIO		07/22/2021	Regular	255.00	99718
05/27/21	Invoice	06/30/2021	REFUND VETS HALL RESERVATION & CLEANING DEPOSIT			

Warrant Register

Date Range: 07/17/2021 - 07/30/2021

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Payment Amount	Number
JUL21 PREMIUMS	GUARDIAN Invoice	07/22/2021	07/22/2021 JUL21 PREMIUMS	Regular	6,931.09	99719
391466 FY21-22	ICMA MEMBERSHIP RENEWALS Invoice	07/22/2021	07/22/2021 FY21-22 ICMA MEMBERSHIP RENEWAL FEE	Regular	1,400.00	99720
ER020019CA163	LIEBERT CASSIDY WHITMORE Invoice	07/22/2021	07/22/2021 FY21-22 EMPLOYMENT RELATIONS CONSORTIUM (ERC) MEMBERS	Regular	3,970.00	99721
0041372	ACCESS CONTROL SECURITY, INC. Invoice	07/29/2021 06/30/2021	07/29/2021 SECURITY FOR VETS HALL EVENT 5/22/21	Regular	262.50	99722
21389	AG ENT INC Invoice	07/29/2021 06/30/2021	07/29/2021 TEST FEBCO AT 991 CONCHA LOMA	Regular	130.00	99723
21391	Invoice	06/30/2021	TEST WILKINS AT LINDEN & EIGHTH			
27727	ALL LANGUAGES INTERPRETING & TRANSLATI Invoice	07/29/2021 06/30/2021	07/29/2021 2 SPANISH INTERPRETERS FOR COUNCIL MEETING 6/28/21	Regular	900.00	99724
581262	BIG GREEN CLEANING COMPANY Invoice	07/29/2021 06/30/2021	07/29/2021 CITY HALL MENS RESTROOM CLEANER CARTRIDGE	Regular	164.02	99725
581263	Invoice	06/30/2021	SOAP GALLON			
450259	CARPINTERIA VALLEY LUMBER CO Invoice	07/29/2021 06/30/2021	07/29/2021 BROWN PAINT FOR EL CARRO PARK DOORS	Regular	674.25	99726
450942	Invoice	06/30/2021	MARKER REMOVER, TOWELS, RIM CLIPS, MRCLEAN ERASER			
451174	Invoice	06/30/2021	COMPM 12IN BRAID			
451176	Invoice	06/30/2021	BRAIDED NYLON CREDIT, BRAID SS FLEX, BRASS NIPPLE			
451261	Invoice	06/30/2021	GUN-STAPLE TACKER, STAPLES 1250PK			
451300	Invoice	06/30/2021	BRASS NIPPLES			
451316	Invoice	06/30/2021	GALVANIZED PIPE STRAPS, MISC HARDWARE			
451423	Invoice	06/30/2021	DAP SILICONE CLEAR SEALER			
451499	Invoice	06/30/2021	MISC HARDWARE, LAMPHOLD FOR BEGA STREET LIGHTS			
451500	Invoice	06/30/2021	DOUG FIR			
451618	Invoice	06/30/2021	TRIP LEVER, HEX NIPPLE			
451624	Invoice	06/30/2021	SAKRETE CONCRETE MIX			
451691	Invoice	06/30/2021	GOO GONE 8OZ			
451692	Credit Memo	06/30/2021	SAKRETE CONCRETE MIX LINDEN SIDEWALK			
452062	Invoice	06/30/2021	ROPE SNAP, LIGHTER, CABLE TIE, MISC HARDWARE			
452115	Invoice	06/30/2021	WIRE, WALL PIPE, FLEAM GROUND RECIP BL FOR SKATEPK			
452183	Invoice	06/30/2021	WIRE ROLLER FRAME, PRO SOLTNS			
452233	Invoice	06/30/2021	CAUTION TAPE, MISC HARDWARE			
452271	Invoice	06/30/2021	MISC HARDWARE			
452289	Invoice	06/30/2021	PRO MINI ROLLER FRAME, PRO SOLTNS WOVEN, STAPLES			
452331	Invoice	06/30/2021	DOUG FIR FOR CITY HALL			
452509	Invoice	06/30/2021	FLUORESCENT SPRAY, WAX WOOD FINISH, CORD, NAILS			
452650	Invoice	06/30/2021	MISC HARDWARE			
452721	Invoice	06/30/2021	STAINLESS STEEL BRUSH			
452724	Invoice	06/30/2021	REUSABLE CORDED EARPLUGS			
452798	Invoice	06/30/2021	SHT MULTISAND, EPOXY, WEATHER GLUE, RAT BAIT, TAPE			
452822	Invoice	06/30/2021	SAKRETE CONCRETE MIX FOR SIDEWALK REPAIRS			
452852	Invoice	06/30/2021	MISC HARDWARE			
	Void		07/29/2021	VOIDED CHECK	-	99727
CAB-0621	COM3 CONSULTING INC Invoice	07/29/2021 06/30/2021	07/29/2021 JUN21 PROJECT MANAGEMENT FOR CARP BRIDGE PROJECT	Regular	5,075.00	99728
2524767	HOME DEPOT CREDIT SERVICES Invoice	07/29/2021 06/30/2021	07/29/2021 MKE M12 2PK BATTERIES FOR PEDESTRIAN PROJECT	Regular	1,216.79	99729
3513171	Invoice	06/30/2021	CAULK GUN, PLASTIC SPREADER, BATTERY & CHARGER KIT			
6830102	Invoice	06/30/2021	SELF PROPELLED GAS MOWER			
7575749	Invoice	06/30/2021	PW APEC WATER SYSTEMS FOR LUNCH ROOM			

Warrant Register

Date Range: 07/17/2021 - 07/30/2021

Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Payment Amount	Number
071221	LARRY NIMMER Invoice	06/30/2021	07/29/2021 VIDEO PRODUCTION FOR PANDEMIC EXPERIENCES/CARP HS	Regular	975.00	99730
9308504650	LAWSON PRODUCTS INC Invoice	06/30/2021	07/29/2021 PHILLIPS SCREWS TO REPLENISH SHOP STOCK	Regular	34.62	99731
056.006-03	OAKRIDGE GEOSCIENCE INC Invoice	06/30/2021	07/29/2021 JUN21 3RD PARTY REVIEW FOR FAITH LUTHERAN CHURCH	Regular	560.00	99732
402335	POLICORE INC. Invoice	06/30/2021	07/29/2021 IT SERVICES FOR JUNE 2021	Regular	4,908.04	99733
2774	REAL GREEN LANDSCAPE Invoice	06/30/2021	07/29/2021 MAINTENANCE WORK AT MEMORIAL PARK 3/9/21-4/27/21	Regular	2,047.50	99734
4834	RISDON'S 76 SERVICE Invoice	06/30/2021	07/29/2021 CAR WASH FOR CODE COMPLIANCE VEHICLE HM 6/27/21	Regular	60.00	99735
4889 - 2	Invoice	06/30/2021	CAR WASH FOR CODE COMPLIANCE VEHICLE HM 6/27/21			
8076	Invoice	06/30/2021	CAR WASH FOR CODE COMPLIANCE VEHICLE HM 6/12/21			
8480	Invoice	06/30/2021	CAR WASH FOR CODE COMPLIANCE VEHICLE HM 6/13/21			
50558	SANSUM CLINIC Invoice	06/30/2021	07/29/2021 PRE-PLACEMENT HEALTH SCREENING FOR W.R.	Regular	242.00	99736
50675	Invoice	06/30/2021	PRE-PLACEMENT HEALTH SCREENING FOR C.C.			
133583	SANTA BARBARA PEST CONTROL Invoice	06/30/2021	07/29/2021 JUN21 PEST CONTROL AT CITY HALL	Regular	120.00	99737
133584	Invoice	06/30/2021	JUN21 PEST CONTROL AT VETS HALL			
180	SOLID WASTE SOLUTIONS INC Invoice	06/30/2021	07/29/2021 ANNUAL REPORT PREP & CALRECYCLE GRANT REPORT	Regular	1,480.50	99738
1810348	STANTEC CONSULTING SERVICES INC Invoice	06/30/2021	07/29/2021 PROFESSIONAL SERV THRU JUN21 FOR LINDEN AVE IMPROV	Regular	2,281.00	99739
50734	SUN COAST RENTALS Invoice	06/30/2021	07/29/2021 LAWN ROLLER RENTAL FOR TOMOL PARK	Regular	757.50	99740
50757	Invoice	06/30/2021	FORKLIFT RENTAL FOR SKATEPARK			
174151	THE WHARF Invoice	06/30/2021	07/29/2021 SAFETY EQUIPMENT FOR A.V.	Regular	493.65	99741
175920	Invoice	06/30/2021	SAFETY EQUIPMENT FOR D.H.			
181356	Invoice	06/30/2021	SHIRTS & HENLEY FOR M.G.			
37922	TRAFFIC TECHNOLOGIES LLC Invoice	06/30/2021	07/29/2021 2X10 TAPE FOR SIGN WORK	Regular	1,407.04	99742
38173	Invoice	06/30/2021	RED GALLON PAINT FOR CURBS			
1174	TWO TRUMPETS COMMUNICATIONS Invoice	06/30/2021	07/29/2021 JUN21 COMMUNICATIONS SERVICES	Regular	5,280.00	99743
20018549	VSS INTERNATIONAL INC Invoice	06/30/2021	07/29/2021 2021 PAVEMENT MAINTENANCE PROJECT	Regular	268,485.98	99744
37893801009	WALKER CONSULTANTS Invoice	06/30/2021	07/29/2021 JUN21 PROFESSIONAL SERVICES FOR CARP DWNTN PARKING	Regular	3,485.00	99745
72948534	WEX BANK (CHEVRON) Invoice	07/29/2021	07/29/2021 JUL21 FUEL FOR CITY VEHICLES	Regular	1,167.42	99746
558582588	WOOD ENVIRONMENT & INFRASTRUCTURE S Invoice	06/30/2021	07/29/2021 DUNE & SHORELINE PROJECT SERVICES THRU 07/06/2021	Regular	9,833.82	99747
2021-0351	ZWORLD GIS Invoice	06/30/2021	07/29/2021 MAPPING/GIS SERVICES	Regular	2,500.00	99748

Warrant Register

Date Range: 07/17/2021 - 07/30/2021

Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Payment Amount	Number
<u>INV0002591</u>	SEIU LOCAL 620 Invoice	07/29/2021	07/29/2021 Employee Union Dues Contribution	Regular	230.45	99749
<u>INV0002592</u>	UNITED WAY OF SANTA BARBARA COUNTY Invoice	07/29/2021	07/29/2021 Employee United Way Contribution	Regular	24.00	99750
<u>INV0002586</u>	VANTAGEPOINT TRANSFER AGENTS - 457 Invoice	07/29/2021	07/29/2021 ICMA Employee Contributions	Regular	6,229.97	99751
<u>INV0002587</u>	Invoice	07/29/2021	ICMA Employee Contributions			
<u>INV0002588</u>	Invoice	07/29/2021	Deferred Compensation Contribution			



City of Carpinteria

COUNCIL AGENDA STAFF REPORT August 9, 2021

ITEM FOR COUNCIL CONSIDERATION

Declaration of City-owned Property/Equipment as Surplus Assets.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Adopt Resolution No. 6068, declaring City-owned property/equipment as surplus assets and authorizing disposal.

Sample Motion: I move to adopt Resolution No. 6068, as read by title only, declaring City-owned property/equipment as surplus assets and authorizing disposal.

BACKGROUND/DISCUSSION

Inventory of certain City-owned property/equipment, as listed in Exhibit 1 of Resolution No. 6068, have been designated for surplus. The City-owned property/equipment has reached a state of disrepair and/or has otherwise been deemed unsuitable for service. See Attachment B for photographs of the property/equipment.

The purpose of this agenda matter is for the City Council to adopt Resolution No. 6068, declaring certain City-owned property/equipment as surplus assets and authorizing disposal.

POLICY CONSISTENCY

Carpinteria Municipal Code Section 3.32.050 authorizes the Administrative Services Director, as purchasing officer, in part, to supervise the exchange or trade-in of all supplies and equipment that have become unsuitable for City use. The disposal of assets requires Council approval.

FINANCIAL CONSIDERATIONS

Any proceeds from the sale of surplus assets would be accounted for as revenue to the City's General Fund.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommendation is in accordance with Carpinteria Municipal Code Section 3.32.050 (Surplus supplies—Trade-ins authorized). Taking out of service and disposing of equipment that is no longer needed or in disrepair is consistent with the City's risk management interests.

OPTIONS

The City Council could choose not to accept the staff recommendation or provide direction to staff as appropriate. However, the property/equipment will remain unused as these are deemed unsuitable for service. In turn, any salvage value would be expected to decrease over time.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: Resolution No. 6068
Attachment B: Property/Equipment Photographs

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

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

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


Signature


Signature


Signature

ATTACHMENT A
Resolution No. 6068

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RESOLUTION NO. 6068

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARPINTERIA DECLARING CERTAIN CITY-OWNED
PROPERTY/EQUIPMENT AS SURPLUS ASSETS AND
AUTHORIZING DISPOSAL**

WHEREAS, Inventory of certain City-owned property/equipment as listed in Exhibit 1 to this Resolution are designated for surplus; and

WHEREAS, Said City-owned property/equipment has been determined to have reached a state of disrepair or otherwise is no longer suitable for service; and

WHEREAS, Carpinteria Municipal Code Section 3.32.050 (Surplus supplies—Trade-ins authorized) authorizes the City Manager, as purchasing officer, in part, to supervise the exchange or trade-in of all supplies and equipment that have become unsuitable for City use.

NOW, THEREFORE, BE IT RESOLVED as follows:

The City Council declares said City-owned property/equipment listed in Exhibit 1 as surplus assets and authorizes the City Manager to dispose of such surplus assets.

PASSED, APPROVED AND ADOPTED on August 9, 2021, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

Mayor, City of Carpinteria

ATTEST:

Acting 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 August 9, 2021.

Acting City Clerk, City of Carpinteria

APPROVED AS TO FORM:

Jena Shoaf Acos, on behalf of Brownstein
Hyatt Farber Schreck, LLP acting as
City Attorney of the City of Carpinteria

Exhibit 1 to Resolution No. 6068

INVENTORY

Quantity	Item Description	Year	License Plate No.	Serial No.
1	John Deere, Loader and Backhoe	2001	-	LV4400H440757
1	Ford F-350	2000	347831	1FDWF36S2YEC28577
1	Ford F-250	2000	1071809	1FTNF20L9YEE31994
1	Vessel, Inflatable	2000	CF 4104XC	XDCR175AE900
1	Trailer	2000	1036191	40R1A1JE1YA015999

ATTACHMENT B
Property/Equipment Photographs

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Quantity	Item Description	Year	License Plate No.	Serial No.
1	John Deere, Loader and Backhoe	2001	-	LV4400H440757



Quantity	Item Description	Year	License Plate No.	Serial No.
1	Ford F-350	2000	347831	1FDWF36S2YEC28577



Quantity	Item Description	Year	License Plate No.	Serial No.
1	Ford F-250	2000	1071809	1FTNF20L9YEE31994



Quantity	Item Description	Year	License Plate No.	Serial No.
1	Vessel, Inflatable	2000	CF 4104XC	XDCR175AE900
1	Trailer	2000	1036191	40R1A1JE1YA015999





City of Carpinteria

COUNCIL AGENDA STAFF REPORT August 9, 2021

ITEM FOR COUNCIL CONSIDERATION

Request from Coalition Against Gun Violence for financial support for its gun buyback event in Santa Barbara County.

STAFF RECOMMENDATION

Action Item X; Non-Action Item ____

Consider the request and, if determined appropriate, authorize the expenditure of \$500 to support the Coalition Against Gun Violence gun buyback event in Santa Barbara County.

Sample Motion: I move to authorize a \$500 expenditure from the Community Services Support Program budget for support of the Coalition Against Gun Violence Santa Barbara County Gun Buyback Event.

BACKGROUND/DISCUSSION

The Mayor has received a request for the City of Carpinteria's financial support for a gun buyback program run by the Coalition Against Gun Violence (see attached information and <http://sbcoalition.org>). The annual event is scheduled for Saturday, August 21, 2021, from 8 a.m. to noon, at the Earl Warren Showgrounds. In 2018, the City Council appropriated \$500 for the gun buyback event.

Gun buyback events occur throughout the country and are conducted, in part, as a means to help encourage private owners of unwanted firearms to dispose of them safely.

FINANCIAL CONSIDERATIONS

The budget for the Community Services Support program of the FY 2021-22 budget includes an allocation sufficient to cover the expenditure should it be authorized.

LEGAL AND RISK MANAGEMENT

This matter includes financial support only.

OPTIONS

1. Approve the request for financial support.
2. Modify the level of support suggested.
3. Decline to provide financial support.

PRINCIPAL PARTIES EXPECTED AT MEETING

Toni Wellen, Chair Emeritus, Coalition Against Gun Violence

ATTACHMENTS

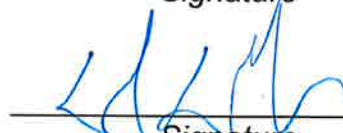
Attachment A: Coalition Against Gun Violence Gun Buyback Event Information

Staff contact:

Brian C. Barrett, Acting City Clerk
(805) 755-4446, brianb@ci.carpinteria.ca.us

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


Signature


Signature

ATTACHMENT A

**CAGV & CITY OF SB POLICE DEPT
HOST 2021 ANONYMOUS GUN BUYBACK**

**SAT., AUG 21, 2021, 8am-Noon
EARL WARREN SHOWGROUNDS**



RECEIVE GIFT CARD!

**Turn in 1 Handgun/Firearm = Receive \$100 Gift Card
Turn in 1 Assault Weapon = Receive \$200 Gift Card**

**Help remove unwanted guns from our community
and make Santa Barbara a safer place to live!
Gun Buybacks work! They remove unwanted guns from our
community, help reduce the risk of homicide, suicide
and deadly accidents, often involving children.**

Please transport your firearms unloaded in the trunk of your vehicle.

DONATIONS NEEDED NOW! PAYABLE TO CAGV
Mail to: 7040 Shepard Mesa Road, Carpinteria, CA 93013-3132
Donations are tax deductible. CAGV is a 501c3, tax I.D. EIN 27-444591

Gun Buyback Sponsors:

**Mayor Paula Perotte, City of Goleta • SB County Supervisors Das Williams, Gregg Hart, Joan Hartmann
Mayor Wade Nomura, City of Carpinteria, Suzanne Kaljian**



Smart & Final.



DEMOCRATIC WOMEN
OF SANTA BARBARA COUNTY

Council Members
received a copy



COALITION AGAINST GUN VIOLENCE

A Santa Barbara County Coalition

July 23, 2021

Dear Mayor Nomura, Carpinteria City Council and City Manager Dave Durlinger,

The Coalition Against Gun Violence is holding our 6th gun buyback, again sponsored by a \$10,000 donation from the City of Santa Barbara, supervised and organized by the Santa Barbara Police Department.

In 2019 the City of Carpinteria gave \$500 to the buyback and was listed in the press and in ads as a sponsor. We are asking the City of Carpinteria to once again make a minimum donation of \$500, to be listed as a sponsor in Press Releases and our advertisements including in the Coastal View News.

The event will be held again at Earl Warren Showgrounds on Saturday, August 21, 2021, from 8 a.m. until 12 p.m. The buyback is anonymous. This enables persons who have illegal firearms to turn them in with no questions asked,

This will be CAGV 6th gun buyback. We have removed 1169 firearms from potential violence in our cities on the Central Coast.

Why do people want gun buybacks? Families are more aware that a gun in the home makes it 22 times more likely to be used against that family in a homicide, suicide, or accidental shooting. There are 1.7 million homes with children in the US with loaded and unlocked guns. Every day 8-9 children are killed by guns. The highest numbers of gun deaths in America are suicides, followed by domestic violence and homicides. No city is immune or safe from gun violence. Santa Barbara has endured two mass shootings, at the Goleta Post Office and in Isla Vista in 2014.

A gun buyback is not about criminals turning in guns—consider—the prohibited person, the convicted felon who may still possess a firearm. This is an anonymous way for prohibited persons to turn in a weapon. There are approximately 20,000 illegally owned guns in California.

At CAGV's first gun buyback press conference in 2014, a member of the press asked the officials and others present, "What would you consider a success?" Immediately Santa Barbara District Attorney Joyce Dudley said, **"One gun. One gun could save a life."**

Sincerely,

Catherine Swysen

Catherine Swysen, Coordinator

Toni Wellen

Toni Wellen, Chair Emeritus

RECEIVED

JUL 23 2021

CITY OF CARPINTERIA



City of Carpinteria

COUNCIL AGENDA STAFF REPORT August 9, 2021

ITEM FOR COUNCIL CONSIDERATION

Closeout of Project No. 15130 – 2021 Pavement Maintenance Project.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Authorize the Mayor to sign the Closeout Agreement and Release of Claims for Project No. 15130 – 2021 Pavement Maintenance Project with VSS International, Inc.

Sample Motion: I move to authorize the Mayor to sign the Closeout Agreement and Release of Claims for Project No. 15130 – 2021 Pavement Maintenance Project with VSS International, Inc.

(This motion requires a roll call vote.)

BACKGROUND

On March 22, 2021, the City Council authorized to advertise the Notice Inviting Bids for the 2021 Pavement Maintenance Project for construction. On April 26, 2021, the City Council awarded the construction contract to VSS International, Inc. in the Total Base Bid amount of \$333,333.33. On April 27, 2021, the Notice of Award was issued to VSS International, Inc. in order to begin the process of executing the construction contract including furnishing the required performance bond, payment bond, and certificates of insurance and insurance endorsements. Staff confirmed the construction contract was fully executed and issued the Notice to Proceed to VSS International, Inc. for starting construction on June 1, 2021.

The purpose of this agenda matter is for the City Council to authorize the Mayor to sign the Closeout Agreement and Release of Claims for Project No. 15130 – 2021 Pavement Maintenance Project with VSS International, Inc.

DISCUSSION

The general scope of work of the 2021 Pavement Maintenance Project consisted of crack treatment, asphalt concrete pavement replacements, and the application of microsurfacing. See Attachment A for location map and a few photographs of the

improvements. The improvements are intended to rejuvenate the existing asphalt concrete pavement surface and increase the pavement condition rating.

During the course of construction, the following contract changes orders for extra work were directed by the Public Works Director:

Change Order Number	Brief Description
1	Balancing Contract Change Order

The Balancing Contract Change Order is intended to account for any increases and decreases in quantity of bid items for the final amount of work.

Construction was completed on June 30, 2021. The City's contract inspector documented the work as being consistent with the project specifications and contract. With that, staff recommends that the City Council authorize the Mayor to sign the Closeout Agreement and Release of Claims. See Attachment B.

POLICY CONSISTENCY

The subject project 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 total funding dedicated to this project is from Measure X funds:

Funding Summary	
Measure X Funds	\$422,000
Total Funding	\$422,000

The following table summarizes the actual costs of the construction contract with VSS International, Inc.:

Cost Summary	
Construction Contract (Total Base Bid)	\$333,333.33
Contract Change Orders	(\$50,716.50)
Construction Contract Total	(\$282,616.83)
Construction Contract Budget	\$422,000.00
Budget Over/(Under)	(\$139,383.17)

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

In accordance with the contract documents, the Closeout Agreement and Release of Claims is required for the projects to be closed out.

OPTIONS

1. Authorize the Mayor to sign the Closeout Agreement and Release of Claims for Project No. 15130 – 2021 Pavement Maintenance Project with VSS International, Inc. (Staff Recommendation)
2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Location Map and Photographs
Attachment B: Closeout Agreement and Release of Claims

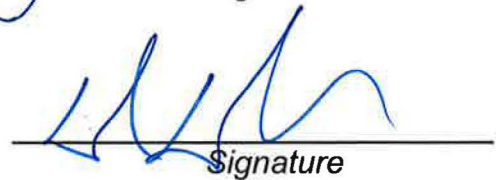
Staff contact:

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



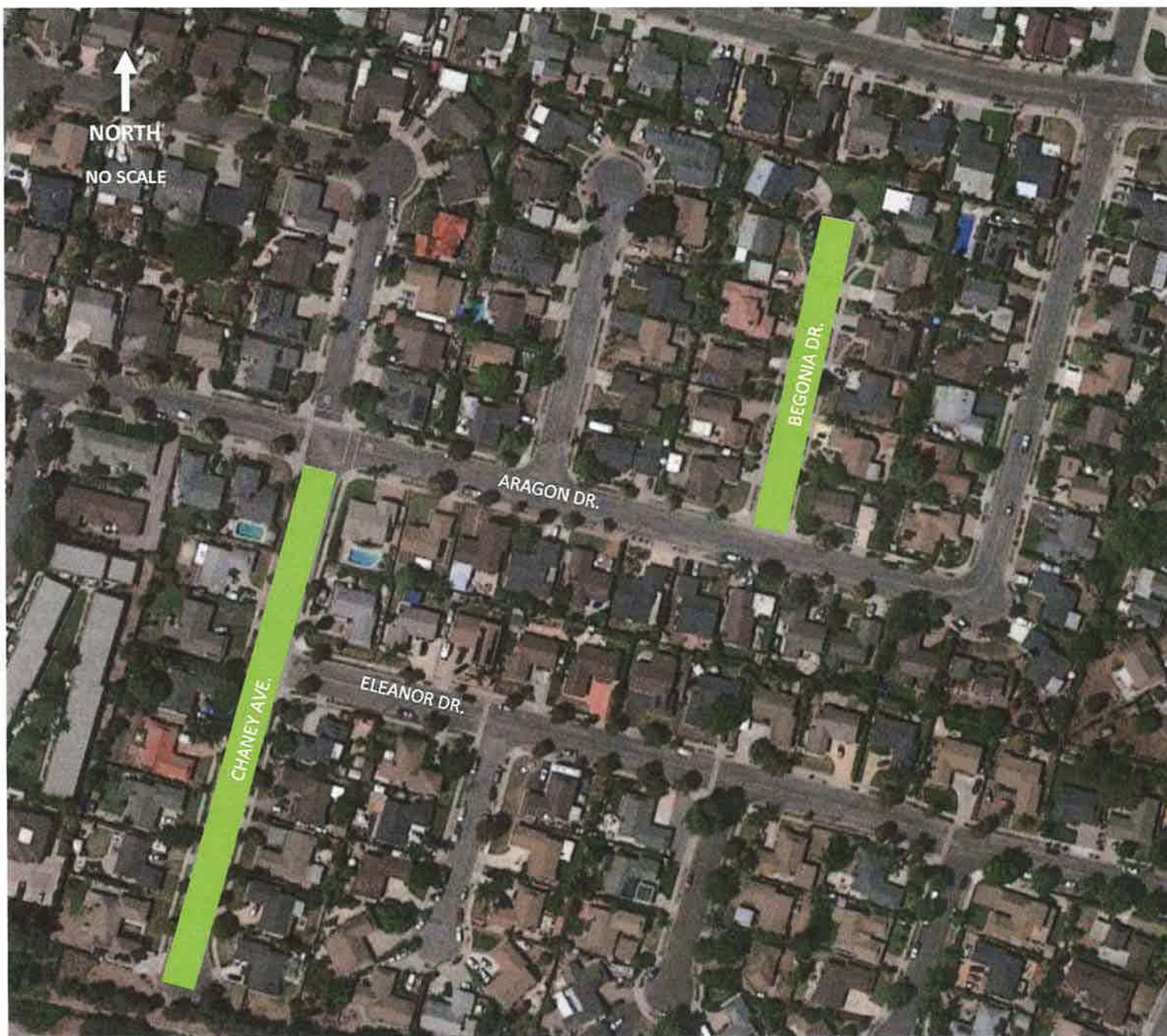
Signature

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



Signature

ATTACHMENT A
Location Map and Photographs



NORTH
NO SCALE

ARAGON DR.

ELEANOR DR.

CHANEY AVE.

BEGONIA DR.



CHANNEY AVE. (SOUTHBOUND VIEW)



BEGONIA DR. (NORTHBOUND VIEW)





CONCHA LOMA DR. (SOUTHBOUND VIEW)



CANALINO LOMA DR. (WESTBOUND VIEW)

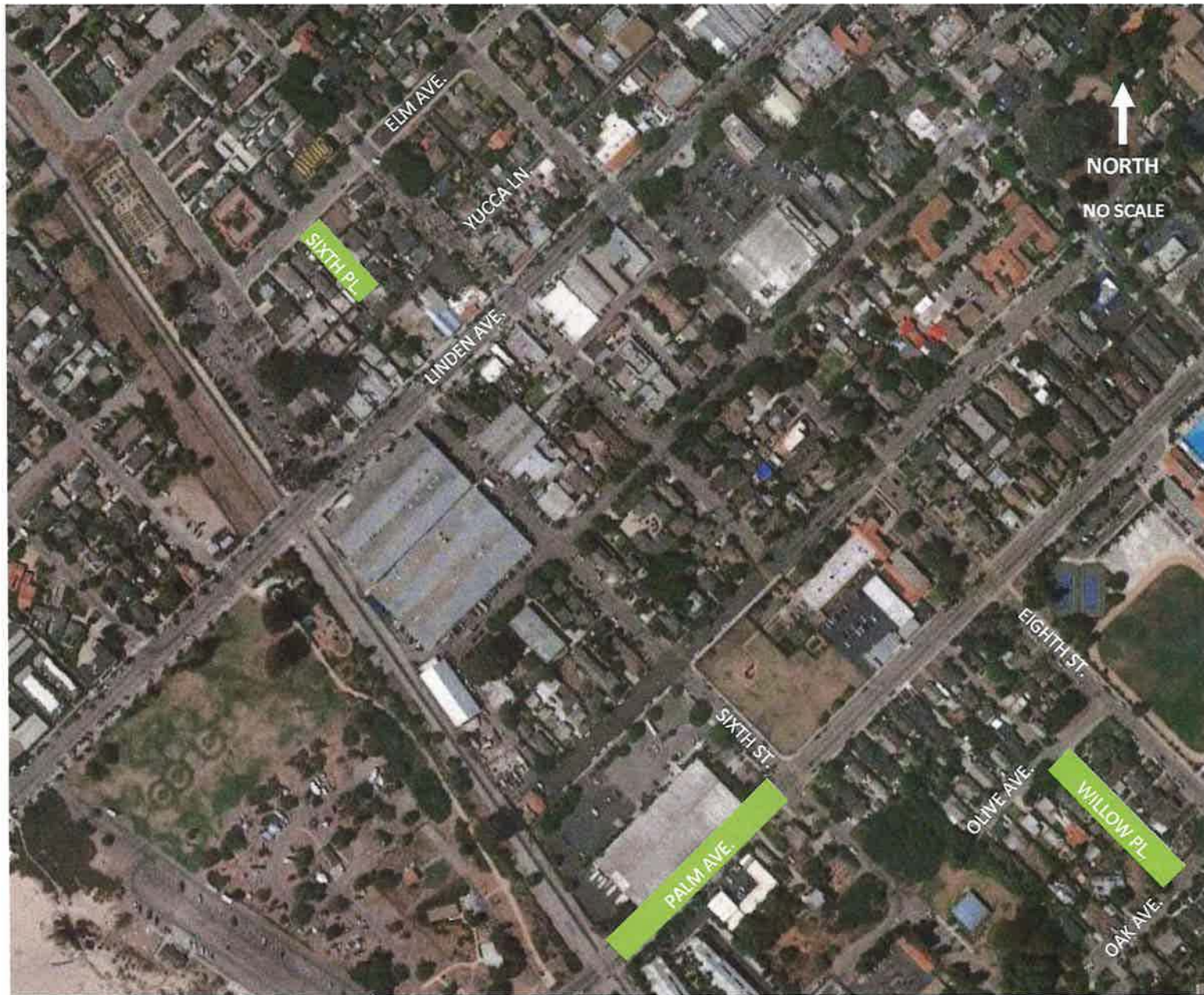




LA MESA PLAZA (NORTHBOUND VIEW)



SANTA ROSA LN. (WESTBOUND VIEW)





SIXTH PL. (WESTBOUND VIEW)



WILLOW PL. (WESTBOUND VIEW)



PALM AVE. (NORTHBOUND VIEW)

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ATTACHMENT B

Closeout Agreement and Release of Claims

CLOSEOUT AGREEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS (Agreement) is made in Carpinteria, California, this 9th day of August, 2021, by and between the City of Carpinteria, (Owner), and VSS International, Inc. (Contractor).

KNOW ALL PERSONS BY THESE PRESENTS:

1. That the undersigned, as the authorized representative of Contractor, and for each of its successors, assigns and partners, for and in consideration of Three Hundred Thirty Three Thousand Three Hundred Thirty Three and 33/100 Dollars (\$ 333,333.33), for the original Contract amount, and the sum of Negative Fifty Thousand Seven Hundred Sixteen and 50/100 Dollars (\$ -50,716.50) for Contract Change Orders Nos.(1) through One (1), receipt of which is acknowledged, does release and forever discharge Owner, and each of its successors, assigns, council members, officers, agents, servants, volunteers and employees, from any and all rights, claims, causes of action, demands, debts, obligations, liabilities, actions, damages, costs and expenses (including but not limited to attorneys', paralegal and experts' fees, costs and expenses) and other claims, which may be asserted against Owner by reason of any matter or thing which was the subject matter of or basis for:
 - A. The performance of all terms and conditions of that certain agreement dated April 26, 2021, for Owner, project described as 2021 Pavement Maintenance Project.
 - B. Change Orders Nos. one (1) through _____ (____), as approved by the parties, pertaining to Purchase Order No. _____ and shown in Payment Request No. _____ (____), dated _____.
2. Nothing contained in this Agreement shall waive or alter the rights, privileges, and powers of Owner or the duties, liabilities and obligations of Contractor and its surety(ies) in respect to any portion of the Contract.
3. Owner has received the following claims from Contractor None. Except as expressly provided in this section, Owner has received no other claims from Contractor.
4. Upon execution of this Agreement, Owner agrees to promptly record a Notice of Completion with the Santa Barbara County Recorder.
5. Contractor and Owner agree that the total adjusted Contract Price and time of performance after the execution of change orders, is as follows:

Original Contract Price	\$ <u>333,333.33</u>
Original Calendar Days	<u>45</u> days
Adjusted Contract Price	\$ <u>(50,716.50)</u>
Adjusted Calendar Days	<u>45</u> days
6. The current amount owing to Contractor is:

Adjusted Contract Price:	\$ <u>282,616.83</u>
Less: Amount Previously Paid (Request Nos. 1 through <u>1</u>)	\$ <u>(268,485.98)</u>
Retention	\$ <u>(14,130.85)</u>
BALANCE:	\$ <u>0.00</u>

The retention will be released to Contractor at the expiration of thirty-five (35) calendar days after the date of recording a Notice of Completion with the Santa Barbara County Recorder or when all stop notices have been released, whichever

last occurs. The release provided pursuant to this Agreement shall not apply to Contractor's right to the retention amount until and to the extent such amounts are received by Contractor.

7. It is understood and agreed by Contractor that the facts with respect to which the release provided pursuant to this Agreement is given may turn out to be other than or different from the facts as now known or believed to be, and Contractor expressly assumes the risk of the facts turning out to be different than they now appear, and agrees that the release provided pursuant to this Agreement shall be, in all respects, effective and not subject to termination or rescission by any such difference in facts and Contractor expressly waives any and all rights it has or may have under California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in its favor at the time of executing the Release which if known by it must have materially affected its settlement with the debtor."

8. The release made by Contractor is not to be construed as an admission or admissions of liability and Contractor denies any such liability. Contractor agrees that it will forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against Owner based on, arising out of, or in any way connected with the subject matter of this release.
9. Except as specifically provided in this Agreement, the Contractor releases Owner from all claims, including but not limited to those of its Subcontractors for all delay and impact costs, if any.
10. The Contractor represents and warrants to Owner that Contractor has not assigned or transferred or purported to assign or transfer to any person, firm, corporation, association or entity any of the rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims and Contractor agrees to indemnify and hold harmless Owner, its successors, assigns, council members, officers, agents, servants, volunteers and employees, from and against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims, including but not limited to attorneys', paralegal and experts' fees, costs and expenses arising out of or connected with any such assignment or transfer or purported assignment or transfer.
11. The parties acknowledge that they have been represented by counsel of their own choice in connection with the preparation and execution of this Agreement. The parties acknowledge and represent that they understand and voluntarily consent and agree to each and every provision contained in this Agreement.
12. The persons executing this Agreement represent and warrant to the other party that the execution and performance of the terms of this Agreement have been duly authorized by all individual, corporate, partnership, or other entity requirements and that such persons have the right, power, legal capacity and authority to execute and enter into this Agreement.
13. The parties further acknowledge and represent that no promise, inducement or agreement, not expressed in this Agreement, have been made and that, with respect to the matters considered, this Agreement contains the entire agreement among the parties and that the terms of the Agreement are contractual and not a mere recital.

APPROVED AS TO FORM:

CITY OF CARPINTERIA
a Municipal Corporation

Jena Shoaf Acos, on behalf of Brownstein Hyatt
Farber Schreck, LLP acting as City Attorney of
the City of Carpinteria

By _____
Mayor

APPROVED AS TO CONTENT:

City Engineer

ATTEST:

Acting City Clerk

CONTRACTOR

By _____

Title



City of Carpinteria

COUNCIL AGENDA STAFF REPORT August 9, 2021

ITEM FOR COUNCIL CONSIDERATION

Approval of the Resolution No. 6069, Authorizing the Issuance of Tax-Exempt Bonds by Independent Cities Finance Authority to refinance and finance acquisition, operation, and maintenance of the Vista de Santa Barbara Mobile Home Park located at 6180 Via Real

STAFF RECOMMENDATION

Action Item X; Non-Action Item ____

Conduct a Public Hearing and Adopt Resolution No. 6069, as read by title only, approving issuance of tax-exempt bonds by the Independent Cities Finance Authority to refinance and finance acquisition, operation, and maintenance of the Vista de Santa Barbara Mobile Home Park located at 6180 Via Real.

Sample Motion: I move to approve Resolution No. 6069, as read by title only, approving issuance of tax-exempt bonds by the Independent Cities Finance Authority to refinance and finance acquisition, operation, and maintenance of the Vista de Santa Barbara Mobile Home Park located at 6180 Via Real.

(this matter requires a roll call vote)

BACKGROUND

The Vista de Santa Barbara Mobile Home Park ("Park") is located at 6180 Via Real and includes 124 rental spaces, a clubhouse and various other common amenities for the use of residents. As a rental park—i.e., where tenants pay space rent for the placement of mobile homes that they own within the Park—it is subject to the rent stabilization provisions of Chapter 5.69, Mobile Home Parks, of the Carpinteria Municipal Code ("CMC"). The Park also is subject to State law that regulates mobile home park operations and development, including the application of space rent controls.

Previously, the Park tenants ("Residents") and then-management ("Prior Owner") settled various disputes over the Prior Owner's application of rents at the Park. A proposed settlement included the sale of the Park to Millennium Housing, LLC ("Millennium"), a non-profit housing operator. In support of the sale of the property to Millennium in 2013, Residents and Millennium, acting as authorized agent for the Owner, entered into an agreement requesting that the City's Mobile Home Park Rent Stabilization Board ("MHRSB") increase rents for the Park, contingent on sale of the Park to Millennium and dismissal of the pending litigation. The MHRSB approved the requested revised rent schedule for the Park and, on August 13, 2013 through Resolution No. 5479 (Attachment B), the City Council joined the Independent Cities Finance Authority ("Authority") and approved the issuance of tax-exempt public bond financing to fund the acquisition, operation and maintenance of the Park moving forward. The City Council approved this financing arrangement, in part, because it allows the Park to be maintained at space rents consistent with the City's Rent Stabilization Regulations (CMC Chapter 5.69), and requires 50% of the Park's spaces to be rented at rates affordable to Low and Very Low income households for existing and future Park residents.

To take advantage of lower interest rates and finance additional maintenance reserves, Millennium now seeks the City Council's approval of new bonds (1) to refinance the existing bonds used to acquire, maintain and operate the Park; and (2) to finance additional renovations to the Park and replenish the Park's reserve fund.

DISCUSSION

Millennium is proposing to acquire bond financing in the amount of \$17 million for the benefit of the Vista De Santa Barbara Mobile Home Park. California law, pursuant Chapter 8, Part 5 of Division 31 of the Health and Safety Code, authorizes Joint Powers Authorities, like the Authority, to issue bonds to finance the acquisition of mobile home parks for the purpose, in part, of providing affordable housing.

The Authority, consisting of various California city members, is proposed to be the financing authority for issuance of the bonds for this project. The City of Carpinteria ("City") joined the Authority, as an "Associate Member," as part of the 2013 bond application for the Park in order to facilitate the Millennium's acquisition of the Park. The City still is an Associate Member of the Authority, which will manage the bond package and ensure that Millennium remains compliant with the tax-exempt bond affordability requirements.

In 2013, the Authority and Millennium entered into a Regulatory Agreement and Declaration of Restrictive Covenants ("Regulatory Agreement") that govern the agreements between the various parties involved in the bond financing. The City is not

a party to the Regulatory Agreement, but the Authority administers the Regulatory Agreement and ensures that Millennium remains compliant. Should the City Council approve the attached Resolution, the Authority and Millennium will amend the Regulatory Agreement, which requires, among other things, that Millennium to continue the current requirement to rent 50% of the spaces in the Park to households that qualify as Low and Very Low Income under federal guidelines for the duration of the new bonds (an additional 35 years). Further, Millennium has stated that it does not plan to seek a rent adjustment from the MHR SB; thus, space rents within the Park will remain subject to the rent schedule previously approved by MHR SB.

In order for the Authority to issue the proposed type of tax-exempt bond financing, the City must (1) conduct a public hearing on the proposed bond issuance pursuant to federal tax law, known as the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA"), which requires that project funding through tax-exempt bond proceeds be considered by the City Council at a public hearing; and (2) approve the issuance of the bonds after conducting the public hearing through the attached resolution. Although City approval of the financing is required for the Authority to issue the tax-exempt bonds, the City is not a party to the bond financing transaction or any of the associated agreements.

POLICY CONSISTENCY

The City has a role as a public agency to ensure that certain tax-exempt bond debt for projects within the City are issued in a manner that is consistent with local policies, and that existing housing for all segments of the community in the City are protected for the public good.

The use of tax-exempt revenue bonds for the financing of the Park is expected to result in the maintenance of an important housing type—i.e. rental mobile home parks, which are affordable by design—and to guarantee that 50% of the units in the Park be income restricted, available to households that qualify as Very Low and Low income under federal guidelines. This latter requirement will help the City to meet local housing needs as identified in its Housing Element policies.

FINANCIAL CONSIDERATIONS

The proposed approval of Resolution No. 6069 does not impact the City's finances. The City does not contribute any financial resources to the bond issuance, and does not provide a guarantee or have any liabilities with respect to the proposed bond issuance. Further, Millennium has agreed to reimburse the City for its staff and legal costs associated with this agenda item.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The Authority is a Joint Powers Authority (“JPA”), whose stated purposes are to assist in development of programs to raise capital to finance the capital needs of local agencies, including the construction of affordable housing and making loans to tax-exempt organizations to finance the acquisition of multi-family rental housing, including mobile home parks. Millennium is such a tax-exempt organization. The Authority has nine Member cities; only Member cities sit on the Executive Board of the Authority and hold the voting power within the Authority.¹ There are 60 Associate Members, including the City, located both in Northern and Southern California. Associate Members may participate in the Authority’s programs, but do not sit on the Executive Board of the Authority and have no voting power.

The Authority has a variety of liability protections for Associate Members that mitigate the City’s potential risks associated with the issuance of bonds. Pursuant to the Associate Member Agreement with the Authority, the City has no liability for the debts, liabilities, and obligations of the Authority (i.e. including the bond transaction involving Millennium). Millennium also holds—and must continue to hold—the City harmless from any liability associated with the operation, maintenance and ownership of the Park. The City is not a party to the Regulatory Agreement or the bond documents entered into by Millennium and the Authority. Finally, the proposed bond issuance does not prevent the City withdrawing from the Authority at any time, were that to be the City Council’s decision.

However, there is no participation in a JPA that can be completely risk-free, and there is always the possibility, however remote, that members of a JPA could become liable for any negligent or wrongful acts or omissions (i.e. torts) that occur during the JPA’s performance of its duties. The fact that the Authority is made up of a large number of public agencies likely serves to reduce such possible liability.

OPTIONS

1. Approve Resolution No. 6069, as read by title only – Staff Recommendation.
2. The Council could choose to not approve Resolution No. 6069 and direct staff as appropriate.

¹ The Member cities are all located in Southern California, and consist of Baldwin Park, Compton, Hawthorne, Hermosa Beach, Huntington Park, Lynwood, San Fernando, South Gate, and Vernon.

Conduct a Public Hearing and Consider Approval of the Issuance of Tax-Exempt Bonds by Independent Cities Finance Authority to refinance and finance acquisition, operation, and maintenance of the Vista de Santa Barbara Mobile Home Park located at 6180 Via Real
August 9, 2021
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PRINCIPAL PARTIES EXPECTED AT MEETING

George Turk, Millennium Housing, LLC
Independent Cities Finance Authority representative
Vista de Santa Barbara Mobile Home Park residents

ATTACHMENTS

Attachment A: Proposed Resolution No. 6069
Attachment B: Resolution No. 5479

Report Prepared by: Mack Carlson,
Legal Counsel


Signature

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


Signature

Conduct a Public Hearing and Consider Approval of the Issuance of Tax-Exempt Bonds by Independent Cities Finance Authority to refinance and finance acquisition, operation, and maintenance of the Vista de Santa Barbara Mobile Home Park located at 6180 Via Real
August 9, 2021
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Attachment A

Proposed Resolution No. 6069

RESOLUTION NO. 6069

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA APPROVING THE ISSUANCE BY THE INDEPENDENT CITIES FINANCE AUTHORITY OF TAX-EXEMPT MOBILE HOME PARK REVENUE REFUNDING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,500,000 AND TAXABLE MOBILE HOME PARK SUBORDINATE REVENUE REFUNDING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,500,000 TO FINANCE OR REFINANCE VISTA DE SANTA BARBARA MOBILEHOME PARK LOCATED AT 6180 VIA REAL, CARPINTERIA, CALIFORNIA.

WHEREAS, certain cities of the State of California (collectively, the “Members”) have entered into a Joint Powers Agreement (the “Joint Powers Agreement”) establishing the Independent Cities Finance Authority (the “Authority”) and prescribing its purposes and powers, and providing, among other things, for associate members of the Authority (an “Associate Member”); and

WHEREAS, the Authority has been formed for the purpose, among others, of assisting its Members and Associate Members in the raising of capital to finance the capital improvement needs of Local Agencies (as defined in the Joint Powers Agreement), to provide for home mortgage financing with respect to those Members or Associate Members that are either a city or a county of the State of California, to provide financing in connection with the improvement, construction, acquisition, creation, rehabilitation and preservation of affordable housing within the boundaries of the Members and Associate Members, and to provide financing in accordance with the provisions of applicable law in connection with other projects and programs that are in the public interest and which benefit Members and Associate Members including making loans to tax-exempt organizations from the proceeds of mortgage revenue bonds to finance the acquisition of multifamily rental housing, including mobile home parks, under the provisions of Chapter 8 of Part 5 of Division 31 (commencing with Section 52100) of the Health and Safety Code; and

WHEREAS, the City of Carpinteria (the “City”) is an Associate Member of the Authority; and

WHEREAS, the Authority proposes to issue its Mobile Home Park Revenue Refunding Bonds (Vista de Santa Barbara Mobilehome Park) Series 2021A (the “Series A Bonds”) and its Mobile Home Park Subordinate Revenue Refunding Bonds (Vista de Santa Barbara Mobilehome Park) Series 2021B (Federally Taxable) (the “Series B Bonds” and, together with the Series A Bonds, the “Bonds”); and

WHEREAS, Millennium Housing LLC, a California limited liability company (the “Owner”), has requested that the Authority issue and sell the Series A Bonds in an aggregate principal amount of not to exceed \$15,500,000 and the Series B Bonds in an aggregate principal amount of not to exceed \$1,500,000; and

WHEREAS, the proceeds from the sale of the Bonds, if any are issued, are intended to be used to make a loan to Owner, or a related party, to be used, along with other funds available to the Owner, to refund certain revenue bonds previously issued by the Authority, the proceeds of which were loaned to the Owner to finance the acquisition and renovation of a mobilehome park known as Vista de Santa Barbara Mobilehome Park located at 6180 Via Real, Carpinteria, California (the "Project"); (ii) finance additional renovations to be made to the Project; (ii) finance certain deposits to funds created under the related trust indenture, including a rental assistance fund and (iii) finance certain costs of issuing the Bonds; and

WHEREAS, the Owner will be the owner and operator of the Project; and

WHEREAS, the City has determined that the operation of the Project by the Owner shall help the City meet identified affordable housing needs in the community and maintain an affordable housing type for low and very low income residents that is beneficial to the community; and

WHEREAS, the Project is required to be occupied in part by persons of low and very low income in accordance with California laws and the requirements of Section 145 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Bonds will be qualified "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, the proposed issuance of private activity bonds is required to be approved by the "applicable elected representative" of the governmental unit having jurisdiction over the area in which the Project is to be located, after a public hearing held after reasonable public notice; and

WHEREAS, the members the City Council are the applicable elected representatives of the City; and

WHEREAS, as required by Section 147(f) and related regulations, a notice has been published that a public hearing regarding the proposed issuance of the Bonds would be held on the date hereof; and

WHEREAS, such public hearing was conducted on the date hereof by the City Council at which time an opportunity was provided to interested parties to be heard with respect to the proposed issuance of the Bonds and refinancing of the Project; and

WHEREAS, it is intended that this resolution shall constitute the approval of the proposed issuance of the Bonds required by Section 147(f) of the Code; and

WHEREAS, this action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

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

Section 1. The City Council hereby finds and determines that the foregoing recitals are true and correct and are incorporated herein in full by this reference.

Section 2. The City Council approves the issuance of the Bonds by the Authority solely to satisfy the requirements of Section 147(f) of the Code, as the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located.

Section 3. The issuance and delivery of the Bonds shall be subject to the approval of and execution by the Authority of all financing documents relating thereto to which the Authority is a party and subject to the sale of the Bonds by the Authority.

Section 4. The City shall have no responsibility or liability whatsoever with respect to the Bonds or the Project. The payment of the principal, prepayment premium, if any, and purchase price of and interest on the Bonds shall be solely the responsibility of Owner. The Bonds shall not constitute a debt or obligation of the City. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or to provide any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The City Manager, the City Attorney or their designees are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED on this 9th day of August, 2021, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

APPROVED: _____
Mayor, City of Carpinteria

ATTEST:

City Clerk

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on August 9, 2021.

City Clerk

APPROVED AS TO FORM:

Jena S. Acos, on behalf of
Brownstein Hyatt Farber Schreck, LLP
Acting as City Attorney of the City of Carpinteria

ATTACHMENT B

RÉSOLUTION NO. 5479

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARPINTERIA APPROVING, AUTHORIZING, AND
DIRECTING EXECUTION OF AN ASSOCIATE
MEMBERSHIP AGREEMENT WITH THE INDEPENDENT
CITIES FINANCE AUTHORITY AND APPROVING THE
ISSUANCE OF BONDS BY THE AUTHORITY WITH
RESPECT TO THE VISTA DE SANTA BARBARA
MOBILEHOME PARK**

WHEREAS, certain cities of the State of California (collectively, the "Members") have entered into a Joint Powers Agreement (the "Joint Powers Agreement") establishing the Independent Cities Finance Authority (the "Authority") and prescribing its purposes and powers, and providing, among other things, for associate members of the Authority (an "Associate Member"); and

WHEREAS, the Authority has been formed for the purpose, among others, of assisting its Members and Associate Members in the raising of capital to finance the capital improvement needs of Local Agencies (as defined in the Joint Powers Agreement), to provide for home mortgage financing with respect to those Members or Associate Members that are either a city, a county or a special district of the State of California, to provide financing in connection with the improvement, construction, acquisition, creation, rehabilitation and preservation of affordable housing within the boundaries of the Members and Associate Members, and to provide financing in accordance with the provisions of applicable law in connection with other projects and programs that are in the public interest and which benefit Members and Associate Members including making loans to tax-exempt organizations from the proceeds of mortgage revenue bonds to finance the acquisition of multifamily rental housing, including mobile home parks, under the provisions of Chapter 8 of Part 5 of Division 31 (commencing with Section 52100) of the Health and Safety Code; and

WHEREAS, the City of Carpinteria (the "City") has determined that it is in the public interest and for the public benefit that the City become an Associate Member of the Authority in order to facilitate the sale of the Vista de Santa Barbara Mobile Home Park within the City pursuant to the terms of an Agreement between a majority of Park residents and Management's authorized agent, Millennium Housing LLC, a California limited liability company (the "Owner"); and

WHEREAS, there is now before this City Council (the "City Council") the form of an associate membership agreement; and

WHEREAS, the Authority proposes to issue its Mobile Home Park Revenue Bonds (Vista De Santa Barbara Mobilehome Park) in one or more series (the "Bonds"); and

WHEREAS, The Owner has requested that the Authority issue and sell the Bonds in an aggregate principal amount of not to exceed \$17,000,000 to (i) finance the acquisition and renovation of a 124-space mobile home park known as the Vista de Santa Barbara Mobilehome

Park located at 6180 Via Real, Carpinteria, CA (the "Project"), (ii) finance additional renovations to be made to the Project, (iii) finance a repair and replacement reserve fund and a resident assistance fund (Financial Assistance Program) and (iv) finance certain costs of issuing the Bonds; and

WHEREAS, the Owner will be the sole owner of the Project; and

WHEREAS, the City Council of the City has determined that the operation of the Project by the Owner, in accordance with the laws and ordinances of the City, the Agreement between a majority of tenants and the Owner, and a proposed regulatory agreement to be recorded on the Project, shall help the City meet identified affordable housing needs in the community and will lessen the burden on the City to plan for the provision of a broad range of housing types that can serve all members of the Carpinteria community; and

WHEREAS, the Bonds will be qualified "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, the proposed issuance of private activity bonds is required to be approved by the "applicable elected representative" of the governmental unit having jurisdiction over the area in which the Project is to be located, after a public hearing held after reasonable public notice; and

WHEREAS, the members the City Council are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 14 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the proposed issuance of the Bonds would be held on the date hereof; and

WHEREAS, such public hearing was conducted on the date hereof by the City Council at which time an opportunity was provided to interested parties to be heard with respect to the proposed issuance of the Bonds and financing of the Project; and

WHEREAS, it is intended that this resolution shall constitute the approval of the proposed issuance of the Bonds required by Section 147(f) of the Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, AS FOLLOWS:

Section 1. The City Council hereby approves the City's membership in the Authority as an Associate Member and the Associate Membership Agreement, in substantially the form on file with the City Clerk, pursuant to which the City shall become an Associate Member of the Authority. The Mayor, City Manager, City Clerk, and any other proper officers and officials of the City, are hereby authorized and directed to take all actions and do all things necessary or desirable hereunder with respect to the Associate Membership Agreement including, but not limited to, the execution and delivery of any agreements, certificates, instruments and other documents which they, or any of them, may deem necessary or desirable and not inconsistent with the purposes of this Resolution.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority for the purpose of facilitating the sale of the Vista de Santa Barbara Mobile Home Park within the City pursuant to the terms of an Agreement between a majority of Park residents and Management's authorized agent. It is the purpose and intent of this City Council that this resolution constitutes approval of issuance of the Bonds for the purposes of Section 147(f) of the Code.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. Pursuant to the Authority's Joint Powers Authority Agreement and Bylaws, the Associate Membership Agreement approved herewith, and the documentation approved for issuance of the Bonds, the City shall have no responsibility or liability whatsoever with respect to the Bonds or the Project.

Section 4. Pursuant to the Authority's Joint Powers Authority Agreement and Bylaws, the Associate Membership Agreement approved herewith, and the documentation approved for issuance of the Bonds, the adoption of this Resolution shall not obligate the City or any department thereof, nor does the City express any intent, to (i) provide any financing to acquire or construct the Project or to provide any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition or operation of the project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 12th day of August, 2013, by the following called vote:

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

NOES: COUNCILMEMBER: NONE

ABSENT: COUNCILMEMBER: NONE



Mayor, City of Carpinteria

ATTEST:



City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 12th day of August, 2013.



City Clerk

Approved as to form:



City Attorney

ASSOCIATE MEMBERSHIP AGREEMENT
by and between the
INDEPENDENT CITIES FINANCE AUTHORITY
and the
CITY OF CARPINTERIA

THIS ASSOCIATE MEMBERSHIP AGREEMENT is dated as of August 12, 2013 by and between THE INDEPENDENT CITIES FINANCE AUTHORITY (the "Authority") and the CITY OF CARPINTERIA, a municipal corporation (the "City").

WITNESSETH:

WHEREAS, certain public agencies of the State of California (collectively, the "Members") have entered into a Joint Powers Agreement Creating the Independent Cities Finance Authority (the "Joint Powers Agreement"), establishing the Authority and prescribing its purposes and powers and providing, among other things, for associate members of the Authority (an "Associate Member");

WHEREAS, the Authority has been formed for the purpose, among others, of assisting its Members and Associate Members in the raising of capital to finance the capital improvement needs of Local Agencies (as defined in the Joint Powers Agreement), to provide for home mortgage financing with respect to those Members or Associate Members that are public entities in the State of California, to provide financing in connection with the improvement, construction, acquisition, creation, rehabilitation and preservation of affordable housing within the boundaries of the Members and Associate Members, and to provide financing in accordance with the provisions of applicable law in connection with other projects and programs that are in the public interest and which benefit Members and Associate Members including making loans to tax-exempt organizations from the proceeds of mortgage revenue bonds to finance the acquisition of multi-family rental housing, including mobilehome parks, under the provisions of Chapter 8 of Part 5 of Division 31 (commencing with Section 52100) of the Health and Safety Code (the "Nonprofit Financing Law");

WHEREAS, the City desires to become an Associate Member of the Authority for the purpose of facilitating the sale and future maintenance and operation of the Vista de Santa Barbara Mobile Home Park as described in an Agreement entered into between a majority of Park tenants and management's authorized agent;

WHEREAS, the Board of Directors of the Authority has determined that the City should become an Associate Member of the Authority;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Authority and the City do hereby agree as follows:

Section 1. Associate Member Status. The City is hereby made an Associate Member of the Authority for all purposes of the Joint Powers Agreement and the Bylaws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the City and the Authority, the City shall be and remain an Associate Member of the Authority.

Section 2. Restrictions and Rights of the City. The City shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of Directors or by the Authority. In addition, no officer, employee or representative of the City shall have any right to become an officer or director of the Authority.

Section 3. No Obligations of the City. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the City, nor shall the City be obliged to make any contributions to the Authority in the form of membership assessments and fees.

Section 4. Indemnification by Owner. The Authority shall ensure that the legal documents relating to any bonds issued to finance projects within the jurisdiction of the City shall provide that the owner of any such project shall indemnify, hold harmless and defend the City, and each of its officers, officials, employees and agents from any and all loss, liability, fines, penalties, forfeitures, costs, expenses and damages (whether imposed by statute, contract, tort or strict liability) incurred by the City or Authority and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses) arising from the owner's operation, maintenance or ownership of the projects being financed.

Section 5. Execution. Execution of this Associate Membership Agreement shall satisfy the requirements of Article 27 of the Joint Powers Agreement for participation by the City in all programs and other undertakings of the Authority, including, without limitation, any Home Mortgage Financing Program (as defined in the Joint Powers Agreement), any financing under the Nonprofit Financing Law, any undertaking to finance the acquisition, construction, installation and/or equipping of public capital improvements, and any other financing program.

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereto duly authorized, on the day and year first set forth above.

**INDEPENDENT CITIES FINANCE
AUTHORITY**, a joint powers agency

By: 

Title: PRESIDENT

Attest:



Deborah J. Smith, Program Administrator

CITY OF CARPINTERIA,
a municipal corporation

By: 

Title: Bradley J. Stein, Mayor

Attest:



City Clerk



July 22, 2021

Mr. Dave Durflinger
City Manager
City of Carpinteria
5775 Carpinteria Ave
Carpinteria, CA 93013

RE: Refinance Vista de Santa Barbara

Dear Mr. Durflinger:

Eight years ago, the City approved our acquisition of Vista de Santa Barbara ("VSB" or "Park"). We believe we've have justified the City's confidence in our project.

Our purchase ended the nearly-decade-long litigation between the residents and the Robbins Family; brought guaranteed rent control and increased resident involvement to VSB; and gave the City 61 Low- and Very Low-Income restricted units. VSB's homeowners benefited so strongly from this purchase that they agreed to a significant rent increase to make it happen.

In order to keep that rent increase as small as possible, the 2013 financing plan included Housing Assistance and Capital Improvement Funds large enough to last only about 10 years, to be replenished by a refunding.

A recently completed Physical Needs Assessment indicated a need for \$1,861,000 in upgrades over the next 30-40 years. Against that, VSB will have less than \$200,000 in the Capital Improvement Fund after completing current budgeted projects, plus a projected 2021 Surplus of \$24,000 – not nearly enough for improvements we know will be needed.

Project

We are proposing the refunding of the existing Vista de Santa Barbara's bonds to capture the benefits of today's record-low interest rates, which will generate more reserves and cash flow for the Park.

Project Finance

- VSB was financed in 2013 with a total of \$14,680,000 in bonds at rates as high as 5.875%. Based on a recent refinance of another Millennium project, we expect the

Mr. David Durflinger

July 22, 2021

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average rate on the new bonds to be in the 2.6% range.

- The bond underwriter projects that the new bonds will increase VSB's reserves to \$900,000, while saving \$150,000/year in debt service.
- The existing bonds were issued by the Independent Cities Financing Authority. There are no City guarantees or liabilities connected with these bonds. We propose using the ICFA again for the refunding. As before, the City will not be involved in the bond issuance and will not be "on the hook."
- 100% of the net proceeds from the bond issue will be used for capital improvements, increased maintenance or for housing assistance. With the increase in Reserves and Net Surpluses, VSB will be on a much stronger financial footing and better able to complete anticipated Physical Needs and projects suggested by the residents.

Benefits

The refunding of VSB's bonds will accomplish several major objectives for the Park and its homeowners.

- Although VSB is in good physical condition, VSB's infrastructure is almost 50 years old and will need considerable work in the future, particularly on streets and a gas system upgrade. This refinancing would make that possible.
- The Regulatory Agreement and other protections would continue in force. In fact, with VSB's finances improved by this refunding, the Regulatory Agreement protections will be even more secure.
- The note carried back by the Robbins Family will be paid off. The Robbins Family will have no further encumbrance on the property.

Next Steps

- The City approved this project and joined the ICFA back in 2013, so it doesn't have to repeat those actions. All we need now is a TEFRA Hearing, by which the City allows the Independent Cities Financing Authority to refund the existing bonds.

Mr. David Durflinger

July 22, 2021

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- Because the Project already exists — and has a successful 8-year track record — this TEFRA is much more ministerial than the 2013 one. The City is merely allowing an already-approved project to be on a stronger financial footing.

Our goal is to complete this refunding by September 15, the date of the next bond payment. In order to meet that schedule, it is important to hold the TEFRA Hearing as soon as possible.

We appreciate the support the City has shown the residents of Vista de Santa Barbara in the past. If you or your Staff have further questions or would like to set up a call with the finance team to discuss this proposal, just let us know a time or date that works for you.

Very Truly Yours,



George Turk
President



City of Carpinteria

COUNCIL AGENDA STAFF REPORT August 9, 2021

ITEM FOR COUNCIL CONSIDERATION

Formation of a Harbor Seal Advisory Committee.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Approve the statement of purpose, select one of the options presented for the creation of a Harbor Seal Advisory Committee, and appoint up to two of its members to serve on the Committee.

Sample Motion: I move to approve the Statement of Purpose and form the Harbor Seal Advisory Committee based on Option ____ of this Report, appointing Councilmember(s) _____, and _____, and to dissolve upon conclusion of its work or no later than one year from this date unless amended by the Council.

BACKGROUND

At its regular meeting of July 12, 2021, the City Council directed staff to schedule a matter for the City Council to consider options for the formation of a Committee to study the decline in numbers of harbor seals, issues and opportunities for protecting harbor seal habitat in the City of Carpinteria ("City"), and recommendations for City actions.

The Carpinteria harbor seal haul-outs and rookery ("Seal Sanctuary") is thought to be one of just four areas where harbor seal colonies exist along the southern California coast.¹ At several locations in Carpinteria, harbor seals haul out onto the beach and rocks. The Seal Sanctuary, located just east of the Casitas Pier, is a well-known rookery

¹ Information on California harbor seal populations in California is included in the U.S. Pacific Marine Mammal Stock Assessment Report of the National Marine Fisheries Service of NOAA. The latest published report is dated August 2020 and can be found here:
<https://www.fisheries.noaa.gov/national/marine-mammal-protection/marine-mammal-stock-assessment-reports-region>

where harbor seals haul out and give birth during pupping season. Viewing harbor seals is popular and counts by volunteers estimate the number of annual visitors to the bluff top viewing area in the tens of thousands. The harbor seal haul-out areas, including the Seal Sanctuary, are located near the mid-point of the approximate three mile length of coastline that is within City limits, and between the heavily used City and State Park beaches to the west and the more remote coastline to the east before reaching Rincon County Park.

The City carries out programs and services aimed at protecting the health and habitat of harbor seals while maintaining public access to the beach. The City's efforts include:

- closure during pupping season of the section of beach and tidelands adjacent to the Seal Sanctuary;²
- code and law enforcement response to calls for service;³
- coordination and permitting of maintenance and development activity in proximity to the Seal Sanctuary that, in part, aims to minimize harbor seal disturbance; and
- the posting, repair and maintenance of beach signs, and public education efforts such as the production of an informational brochure, and dissemination of information, via news and social media outlets.

These City efforts are intended to complement federal law that regulates human behavior/activities near marine mammals.⁴

The beach closure by the City is intended to protect the harbor seals from disturbance and harm during pupping season, protect the long-term viability of the colony location as harbor seal habitat, and to protect public health and safety. The temporary nature of the public access restriction to this particular section of City beach reflects the recognition under state law of the importance of balancing sometimes competing priorities in the Coastal Zone, including habitat protection and public access.⁵

² Carpinteria Municipal Code Section 12.24.090, Protection of Harbor Seals, states in part: "Access to that portion of the city beach, starting at the base of the existing Chevron Pier and extending approximately seven hundred fifty feet easterly and westerly along the beach, with the exact boundary to be determined by the city manager (in consultation with qualified marine mammal experts), shall be closed at all times during the harbor seal pupping season, commencing each December 1st and ending May 31st of the following year", and "During such period, no person shall operate or use motorized vessels (as defined in [Section 12.24.050](#)) within three hundred (300) feet seaward of the mean high tide line for the length of the closed beach area, and no person shall operate or use personal watercraft within one thousand (1,000) feet seaward of the mean high tide line for the length of the closed beach area."

³ Total of eight code and law enforcement calls for service concerning disturbances to seals since 2020.

⁴ Information on the Marine Mammal Protection Act of 1972, can be found on various federal and state government agency websites including the National Oceanic Atmospheric Agency (NOAA): <https://www.fisheries.noaa.gov/topic/marine-mammal-protection>

⁵ California Coastal Act, Section 30001.5 states: "The legislature further finds and declares that the basic goals of the state for the coastal zone are to: . . . (c) [m]aximize public access to and along the coast and maximize public recreational opportunities in the coastal zone consistent with sound resources conservation principles and constitutionally protected rights of private property owners."

The City's actions aimed at protecting the Seal Sanctuary date back at least to the 1980's when, in response to a proposed development project, the City initiated studies sought to both characterize the colony and understand measures that would be necessary for its long-term viability. City legislation concerning seasonal closure of the public beach area and restriction on activities near the Seal Sanctuary were established in 1990/91.⁶

A volunteer community group, Carpinteria Seal Watch, has been advocating for, monitoring, gathering data and providing public education on the Carpinteria harbor seal colony since the 1980's.⁷ Seal Watch data includes volunteer counts of the number of adult seals and pups, as well as disturbances and visitors during the pupping season. Annual Carpinteria harbor seal colony adult and pup counts are available on the Seal Watch website and information provided by the group is summarized in the below chart.

Year	Adults	Pups
2004	365	65
2005	291	82
2006	324	90
2007	381	68
2008	398	70+
2009	410-445	90
2010	450	70-90
2011	400+	100
2012	440	100
2013	(data not available at time of publication)	
2014	350	80+
2015	396	80+
2016	298	40
2017	243	60+
2018	249	64
2019	230	68
2020	200+	70
2021	220	64

As recently as 2019, the California Coastal Commission extended for 10 years the City of San Diego's coastal development authorizations for a seasonal beach closure and installation and maintenance of a "guideline rope" at a harbor seal haul-out and rookery in La Jolla.⁸ The seasonal closure in La Jolla is very similar to the closure period in

⁶ Ordinance Nos. 460, 465, 469 and 470, codified at Carpinteria Municipal Code §12.24.090, Protection of Harbor Seals, https://library.municode.com/ca/carpinteria/codes/code_of_ordinances

⁷ Carpinteria Seal Watch website can be found at: <https://carpinteriasealwatch.org/>

⁸ The Coastal Commission Staff Report for Application Nos. 6-14-0691-A1 and 6-15-0223-A2 can be found here: [June 2019 Permit No. 6-14-0691-A1 \(City of San Diego Children's Pool Closure\)](#) [June 2019 Permit No. 6-15-0223-A2 \(City of San Diego Children's Pool Rope Barrier\)](#)

Carpinteria. The 2019 La Jolla permit extensions are a long-term resolution to a conflict dating back to the 1990's (including litigation), that involves the competing interests of harbor seal protection and public access.

The purpose of this agenda matter is to allow the City Council to act to consider creating an ad hoc committee of its members that would gather information about the local harbor seal population and its habitat, as necessary, in order to make recommendations for its protection in the context of the public interest in visiting the harbor seal haul-outs and rookery and public access to the coast.

DISCUSSION

Statement of Purpose: Based on the City Council's discussion at its meeting of July 12, 2021, the following purpose statement has been drafted for consideration:

The Harbor Seal Advisory Committee is formed for the purpose of developing an understanding of the local harbor seal population, including causes of recent trends in births and haul-out numbers, and recommending to the City Council specific actions that it finds should be taken to mitigate habitat degradation and incidents of harassment in the City.

Committee Formation: Based on the discussion at the City Council's July 12, 2021 meeting, staff has prepared three options for the formation of Harbor Seal Advisory Committee that would be advisory to the City Council regarding projects, programs and services related to preservation of harbor seals in Carpinteria.

Type of Committee. The City Council at its July 12, 2021 meeting indicated that the subject Committee, if formed, would be temporary, i.e., ad hoc. The City Council action to form this type of ad hoc committee must include a termination date and not more than two Council members. Although the Committee may remain temporary, if the City Council selects one of the options to have a five or seven member Committee, the Committee would be subject to the regular Brown Act public meeting rules.

Membership. While an ad hoc Committee would include one or two Council members, the Council also has the option of appointing additional members of the public or the Committee itself may appoint additional members to form a larger Committee (subject to the Brown Act). Alternatively, the Committee could ask members of the public with specific knowledge or expertise and/or representatives from other public agencies to provide advice to the ad hoc committee through participation in a working group in support of the Committee's work.

Roles and Responsibilities. As contemplated in the above purpose statement, the committee would research and make recommendations to the Council concerning its subject matter, and establish its own meeting schedule to complete the work within the established time frame. Effectively, the Committee would be tasked with answering the questions: (1) What is happening with the Carpinteria harbor seal population; (2) Why is it happening; and, (3) What recommended actions can be taken to address any identified issues?

Term. Staff recommends a term not-to-exceed 12 months, unless amended by the City Council.

Committee models:

A. Ad hoc Committee model: In this approach, the City Council would select one or two City Council members to form a temporary ad hoc committee on the proposed purpose statement. The ad hoc Committee would not be subject to the Brown Act open meeting rules, unless it added additional members or engaged in specific Working Group meetings (as described further below).

B. Small Committee model: In this model, the Committee of one or two City Council members would be joined by additional members to make a Committee of five. The non-City Council members of the Committee could either be determined by the City Council or by the Committee itself. Additional members could represent local knowledge, such as a member from the Seal Watch Volunteer group, and subject matter expertise, such as a representative from the National Oceanic Atmospheric Administration ("NOAA") Fisheries, and/or the California Coastal Commission. Committee members may also include a representative(s) from other City Boards, Commissions or Committees with responsibilities in the subject matter area, e.g., the City's Planning Commission and/or the Open Space Management Advisory Board. A Committee of this type would be subject to regular Brown Act open meeting rules.

C. Large Committee model: This model is the same as the Small Committee model but with a greater number of non-City Council members. Staff recommends the Committee size not exceed seven.

D. Working Group model: In this model the Committee of one or two City Council members would invite others to join for specific meeting agenda matters. For example, a representative of NOAA Fisheries might attend one or more meetings to discuss a specific subject of its expertise such as harbor seal population trends. The Working Group model can be used in conjunction with either the Small or Large Committee models or directly with a Council ad hoc Committee. The Library Committee and Working Group is an example of the model.

For any of these options, the membership criteria and member selection process of non-City Council member participants will need to be determined by either the Council or the ad hoc Committee.

POLICY CONSISTENCY

The formation of committees on discrete matters determined by the City Council to require additional study and recommendations is consistent with its authority and its interest in efficient, transparent and accountable local government decision-making.

PRIORITIZATION AND FINANCIAL CONSIDERATIONS

The establishment of a new City Council committee will require staff support and compete with other day-to-day and Work Plan priorities. Should consultant services be desired, there will be an expense related to contracting for those services.

It is expected that two staff members, one each from Public Works and Community Development, would be assigned to provide working support to the Committee. These staff members would be responsible for agenda preparation, meeting scheduling and communication with members, preparation of written reports, and, if used, consultant services management. The Parks, Recreation & Facilities Department Director would be responsible for oversight/management.

The soonest staff could be available to support the work is October when a new hire(s) is expected to be available to support certain Public Works Department activities. Assigning the staff members as described would delay work on one capital project (the City Hall Solar project) and is likely to impact certain Code Compliance work/activities that occur during the regular work week.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Council from time-to-time finds it beneficial to form committees from its membership to address a particular subject or work matter and to make recommendations to the City Council.

Legal Counsel is available to advise on Brown Act compliance at this meeting as well as during the operations of the Ad Hoc Committee. Ad hoc or "temporary" committees are treated differently under the Brown Act (California Government Code Section 54950 *et seq.*) than traditional public meetings. Ad hoc committees are not subject to the notice and posting requirements of the Brown Act so long as the committee: (1) consists of less than the number of members that would constitute a quorum (i.e., one or two City Council members); (2) has a defined purpose and a time frame to accomplish that

purpose; and (3) is advisory, i.e., the committee has not been delegated any decision making power and any recommendations from the Committee will be brought forward to the full City Council for consideration and being acted upon.

OPTIONS

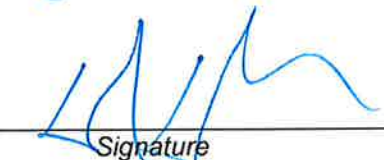
- A. Approve the formation of a Harbor Seal Advisory Committee and appoint Council member(s).
- B. Continue the matter and direct staff to prepare additional information or research concerning the subject committee and return at a subsequent meeting
- C. Decline to act on the subject matter. Determining to not act on the formation of a City Council committee would not preclude the Council from providing staff direction with regard to City staff activities aimed at protecting harbor seal habitat, including enforcement of municipal code beach closure provisions.

ATTACHMENTS

Report reviewed by and staff contact: Jena Acos
(805) 882-1427, jacos@bhfs.com


Signature

Report prepared by: Dave Durflinger
(805) 684-5406, daved@ci.carpinteria.ca.us


Signature



City of Carpinteria

COUNCIL AGENDA STAFF REPORT August 9, 2021

ITEM FOR COUNCIL CONSIDERATION

Consultant Services Agreement between the City of Carpinteria and John Douglas, AICP, Owner, JHD Planning LLC to prepare the City's 2023-2031 Housing Element for an amount not-to-exceed \$64,680.

STAFF RECOMMENDATION

Action Item X; Non-Action Item ____

Authorize the City Manager to execute an Agreement for Consultant Services to prepare the City's 2023-2031 Housing Element for an amount not-to-exceed \$64,680.

Sample Motion: I move to:

Authorize the City Manager to sign the Agreement between the City of Carpinteria and JHD Planning LLC, to prepare the City's 2023-2031 Housing Element for an amount not-to-exceed \$64,680.

(motion requires a roll call vote)

BACKGROUND

Under State of California Planning laws, every city is required to prepare and keep updated a General Plan. One of the mandatory elements of the General Plan is the Housing Element. The City's Housing Element was last updated in 2015, and is for the planning period of 2015 thru 2023. While the City's Planning staff in the Community Development Department will lead the work to update the Housing Element (the work is a part of the 2021 Work Plan), the use of a consultant to assist in its preparation is required due to the evolving and complex nature of state housing laws and the need to understand and balance housing with other state laws and local priorities.

The Governor and state legislature have declared a “housing crisis” in California, and in the past few years extensive changes have been made in state law to address this issue. In adopting SB 330 (the “Housing Crisis Act of 2019”) and other new laws the Legislature has clearly indicated that cities are expected to play a major role in addressing statewide housing problems.

The Regional Housing Needs Assessment (RHNA) is the process in state law by which housing production targets are assigned to cities and counties. HCD has assigned a total housing need of 24,856 units to the SBCAG region for the upcoming 6th planning cycle. Carpinteria’s RHNA allocation is 901 units, which is substantially higher than the 163 units assigned in the 5th planning cycle ending in 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 City’s 2023-2031 Housing Element update, described below.

DISCUSSION

The RHNA is typically the most important aspect of a Housing Element update because cities are required to demonstrate the availability of adequate sites with appropriate zoning to accommodate additional housing development commensurate with the RHNA at each income level. Under state law, an allowable density of at least 20 units/acre is presumed to be necessary for the production of lower-income housing in small cities such as Carpinteria.

The sites inventory is typically comprised of four components:

- approved projects not yet built;
- vacant land suitable for residential development;
- underutilized land that could be redeveloped for residential use; and
- accessory dwelling units.

Housing Element law requires a detailed parcel-level analysis of the realistic potential for non-vacant properties to be redeveloped within the 8-year planning period. The sites analysis is expected to be the most significant challenge for the Housing Element update, and it is likely that revisions to existing zoning regulations will be necessary to expand residential capacity and obtain HCD certification. Increasing the allowable density to 23 or 25 units/acre for citywide multiple family residential zoning and mixed-use developments may be required.

Mr. Douglas has over 40 years’ experience in the planning field, including 15 years in management-level positions in city and county planning agencies. His practice includes general plans, housing elements, CEQA/NEPA analysis, demographic analysis, public outreach programs and conflict resolution. He has managed numerous General Plan

projects, Housing Elements, zoning code amendments, EIRs, and entitlement processes for both private and public projects. His special areas of expertise are housing policy, CEQA compliance, and public policy consensus building strategies. The City used John's consultant services to successfully complete our 2015 Housing element Update.

The Agreement for Consultant Services Between the City of Carpinteria and John Douglas, JHD Planning LLC (Attachment A) includes the full Scope of Work, Schedule and Budget.

FINANCIAL CONSIDERATIONS

John Douglas, AICP, Owner, JHD Planning LLC's preparation of the City's 2023-2031 Housing Element (excluding CEQA and updates to the Zoning Code) is proposed at a not-to-exceed cost of \$64,680. The contract period spans two fiscal years, commencing with the current 2020-2021 fiscal year. Sufficient funding has been included in the fiscal year 2021/22 budget, account #104-302-5201.

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 an Agreement for Consultant Services to prepare the City's 2023-2031 Housing Element for an amount not-to-exceed \$64,680 (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 accordingly.

PRINCIPAL PARTIES EXPECTED AT THE MEETING

John Douglas, JHD Planning LLC

ATTACHMENT

Attachment A Agreement for Consultant Services Between the City of Carpinteria and John Douglas, JHD Planning LLC

Staff Contact: Steve Goggia, Community Development Director
(805) 755-4414 / steveg@ci.carpinteria.ca.us



Signature

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



Signature

Attachment A

Agreement for Consultant Services Between the City of Carpinteria and John Douglas, JHD Planning LLC

AGREEMENT FOR CONSULTANT SERVICES

JHD Planning LLC

2023-2031 Housing Element

THIS AGREEMENT FOR CONSULTANT SERVICES (“**Agreement**”) is made and effective as of the ____ day of August, 2021 by and between the City of Carpinteria, a municipal corporation (“**City**”), and JHD Planning LLC (“**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 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 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 perform the obligations and responsibilities required by this Agreement, applying 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.
- 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.
- 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 March, 2023; unless terminated earlier as provided for herein.

4. **COMPENSATION.**

- 4.1 **Basic Services.** For Basic Services, City shall pay Consultant on a time and materials basis, not to exceed amount of sixty-four thousand, six hundred and eighty dollars(\$64,680) 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.
- 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.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.
- 4.4 **Withholding.** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work or performance of Services 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 or performance of Services.
- 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 (i) 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 complete 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.

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 A 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.** Consultant agrees to indemnify and hold harmless City and its officials, officers and employees (collectively "Indemnitees") from losses, including reasonable attorneys' fees and costs (collectively "Damages"), to the extent caused by any negligent or wrongful acts or omissions of Consultant in the performance of this Agreement. Consultant has no duty to defend Indemnitees in connection with this indemnification; however, to the extent that Indemnitees' Damages are caused by Consultant's negligence or willful misconduct, Consultant shall reimburse Indemnitees for such Damages, including reasonable defense costs, proportionate to Consultant's comparative fault as determined by arbitration consistent with Section 7, final court decision, or by the mutual agreement of the Parties. Consultant's liability shall be limited to the amount of Consultant's available insurance coverage as specified in attached Exhibit C.

10. **RELEASE OF INFORMATION.**

- 10.1 **Confidentiality.** All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Consultant without City's prior written authorization. Consultant, its officers, employees, subcontractors or sub-consultants shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager. Response to a subpoena or court order shall not be considered "voluntary" provided that Consultant shall give City prompt written notice of any such court order or subpoena. The provisions of this Paragraph shall survive the termination of this Agreement.
- 10.2 **Notice and Cooperation.** Consultant shall promptly notify the City Manager and City Attorney in writing if Consultant, its officers, employees, agents, subcontractors or subconsultants are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party related to this Agreement and/or Consultant's related Services. City has no obligation to, but may exercise discretion to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide the City an opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not grant or imply a right of City to control, direct, dictate or rewrite said response.

11. **RELATIONSHIP TO CITY.**

- 11.1 **Independent Contractor.** Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.
- 11.2 **No Employee Privileges.** No City employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages or other compensation to Consultant for performing Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing Services hereunder.
- 11.3 **Consultant Duty to City.** Consultant understands and agrees that its responsibility to provide complete and accurate Services is owed solely to City and that its

accountability under this contract shall likewise be solely to City and not to any City applicants or any other third person or entity.

- 11.4 **Interest of Consultant.** Consultant represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the services to be provided by Consultant under this Agreement. Consultant further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement is: (a) an officer or employee of City, or (b). an officer or employee of the applicant and any of its consultants. Consultant agrees to comply with any applicable conflict of interest code.
- 11.5 **Undue Influence.** Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Consultant or any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.
- 11.6 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the City and the Consultant and will not confer any rights upon any person not expressly a party to this Agreement.

12. **GENERAL PROVISIONS.**

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

To City:
Dave Durlinger, City Manager
City of Carpinteria

To Consultant:
John Douglas, AICP, Owner
JHD Planning LLC

5775 Carpinteria Avenue
Carpinteria, CA 93013-2698
P: (805) 684-5405
F: (805) 684-5304

PO Box 474
Shaver Lake, CA 93664
P: 714-803-2860

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 **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.
- 12.6 **Labor Requirements.** Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, mandate that 8 hours' labor constitutes a legal days' work, and require Consultant to pay the general prevailing wage rates. The California statutory provisions for penalties for failure to pay prevailing wages will be enforced and the statutory provisions for penalties for failure to comply with California's wage and hour laws will be enforced. In addition, Consultant is required to comply with the statutory requirements relating to employment of apprentices. Consultant also must secure the payment of workers' compensation to its employees as provided by California law. Consultant acknowledges its obligation to secure payment of Workers' Compensation before beginning work as set forth in the attached **Exhibit D** ("Acknowledgement of Workers' Compensation Obligation") which is incorporated by this reference as through set forth in full. Additionally, Consultant is required to comply with all statutory requirements relating to certified payroll records, including the maintenance of the records, their certification, and their availability for inspection.
- 12.7 **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.
- 12.8 **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.

- 12.9 **Waiver**. No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 12.11 **Force Majeure**. Neither Consultant nor City shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
- 12.12 **Construction of Terms**. All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.
- 12.13 **Controlling Law**. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement, with venue proper only in the County of Santa Barbara, State of California.
- 12.14 **Authorization**. All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.
- 12.15 **Entire Agreement**. This Agreement, along with its attached exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives any future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver or estoppel.
- 12.16 **Counterparts**. This Agreement may be executed in counterparts, each of which shall remain in full force and effect as to each party.
- 12.17 **Severability**. In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement

shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

"CITY"
City of Carpinteria

"CONSULTANT"
JHD Planning LLC

By: _____
David Durflinger, City Manager

By: _____
John Douglas, AICP, Owner

APPROVED AS TO FORM:
City of Carpinteria

By: _____
Jena Shoaf Acos, on behalf of Brownstein
Hyatt Farber Schreck, LLP acting as
City Attorney of the City of Carpinteria

EXHIBIT A

TASKS TO BE PERFORMED and PAYMENT SCHEDULE



SCOPE OF WORK

CARPINTERIA 2023 HOUSING ELEMENT UPDATE

Project Understanding and Key Issues

The Governor and State Legislature have declared a "housing crisis" in California, and in the past few years extensive changes have been made in State law to address this issue. In adopting SB 330 (the "Housing Crisis Act of 2019") and other new laws the Legislature has clearly indicated that cities are expected to play a major role in addressing statewide housing problems.

The Regional Housing Needs Assessment (RHNA) is the process in State law by which housing production targets are assigned to cities and counties. HCD has assigned a total housing need of 24,856 units to the SBCAG region for the 6th planning cycle. This is more than double the RHNA in the previous cycle. Carpinteria's 6th cycle RHNA allocation is expected to be 901 units, which is substantially higher than the 163 units assigned in the 5th cycle. Final RHNA allocations are expected to be adopted by SBCAG later this year.

The RHNA is typically the most important aspect of a Housing Element update because cities are required to demonstrate the availability of adequate sites with appropriate zoning to accommodate additional housing development commensurate with the RHNA at each income level. Under State law, an allowable density of at least 20 units/acre is presumed to be necessary for the production of lower-income housing in small cities such as Carpinteria.

The sites inventory is typically comprised of four components: 1) approved projects not yet built; vacant land suitable for residential development; underutilized land that could be redeveloped for residential use; and accessory dwelling units. Because only a small amount of vacant residential land is available in Carpinteria, the Housing Element sites inventory will need to rely on underutilized parcels and potential ADUs.

Housing Element law requires a detailed parcel-level analysis of the realistic potential for non-vacant properties to be redeveloped within the 8-year planning period. The sites analysis is expected to be the most significant challenge for the Housing Element update, and it is possible that revisions to existing zoning regulations may be necessary to expand residential capacity and obtain HCD certification.

Our approach to Housing Element updates is based on the understanding that a collaborative effort between City staff and the consultant is essential to the success of the project. City staff are the experts on local conditions, while the consultant provides knowledge of successful strategies in other cities that also will be accepted by HCD.

Described below are the specific tasks we anticipate for the Housing Element update.

Task 1
Project Initiation

This task involves gathering relevant documents and data, including the following:

- Current Housing Element
- Current General Plan and Zoning Ordinance
- Housing Element Annual Progress Reports
- Pending General Plan and zoning amendments

Following our initial review of these materials we will schedule a project kick-off meet with City staff to establish a mutual understanding of the key issues, and discuss scheduling milestones and the public participation program.

Work Products

- Information gathering
- Kickoff meeting

Task 2
Housing Element Preparation

The City's current Housing Element is comprised of two volumes – the Housing Element policy document and the Technical Report. It is assumed that the new Housing Element will be similar to the current element in format and level of detail.

Needs Assessment. We will prepare an updated housing needs assessment pursuant to State requirements and coordinate with City staff to evaluate housing conditions using State-approved criteria. Where necessary to complete this task, we will analyze recent demographic and housing data from the U.S. Census Bureau, California Department of Finance, California Employment Development Department, SBCAG and other relevant sources. This data will be used to prepare the housing needs section of the Technical Report, including the following information:

- Population, household and employment trends;
- Special housing needs (e.g. large families, seniors, persons with disabilities, homeless, etc.);
- Housing stock characteristics, including at-risk units and housing conditions;
- Housing cost and affordability;
- Projected housing needs as assigned in the RHNA

The budget assumes that all information required for the needs assessment will be available from published sources or City data, and no field work or original research will be necessary.

Resources and Opportunities. We will update the current analysis of available housing resources and opportunities, including programmatic, land, and financial resources. It is assumed that City staff will provide information regarding the current status of City housing programs and funding sources.

This section will also include the inventory of sites that are suitable for residential development during the planning period to accommodate the City's share of regional housing needs for all income levels. If the analysis indicates that the sites inventory is not adequate to fully accommodate the RHNA, we will recommend an appropriate course of action.

It should be noted that significant changes to State requirements for the sites analysis have occurred since the preparation of the 5th cycle Housing Element update. Among the most significant changes are:

- Site size - Sites smaller than 1/2 acre or larger than 10 acres are assumed to be unsuitable for lower-income housing absent evidence such as previous examples of affordable housing development on similar-sized parcels.
- Sites listed in prior Housing Elements - Vacant sites identified in two prior housing elements, and non-vacant sites identified in the prior housing element may not be used to satisfy lower-income RHNA needs unless the site satisfies the "default density" (20 units/acre in Carpinteria) for lower-income housing and zoning allows by-right residential development if at least 20% of units will be reserved for lower-income households.
- Substantial evidence for underutilized sites - If non-vacant sites comprise 50% or more of the lower-income inventory, the existing use shall be presumed to impede additional residential development absent findings based on substantial evidence that the existing use is likely to be discontinued during the planning period.
- No net loss - Changes to *no net loss* rules require that adequate sites be maintained throughout the planning period. Under State default density rules, any qualifying site with an allowable density of 20+ units/acre may be counted for 100% lower-income RHNA credit. However, since few housing developments are 100% affordable, it is likely that over the course of the 8-year planning period, more lower-income sites will be needed than indicated by the RHNA to offset sites that are developed during the planning period.

The first step in preparing the sites inventory will be for City staff to review the 5th cycle sites inventory and identify sites that are

no longer available, pending applications, and any changes to land use designations for those previously identified sites. The updated inventory will then be refined based upon the new criteria described above. We will consult with City staff to evaluate whether the updated sites inventory is sufficient to accommodate the 6th cycle RHNA. If additional sites will need to be added to the inventory or if other zoning changes are necessary to fully accommodate the RHNA, we will work with City staff to develop an appropriate methodology based upon HCD criteria.

The budget for this task assumes that the City will assist in compiling the raw data and maps in a format necessary to update the sites inventory, including assessor parcel data, current City General Plan and zoning designations, infrastructure availability, planning entitlements, building permit records, and other information that could satisfy "substantial evidence" requirements, such as communications with property owners regarding development interest or expiring leases.

Based upon the magnitude of the 6th cycle RHNA we anticipate that potential accessory dwelling units (ADUs) will be an important component of the new Housing Element sites inventory. One of the first tasks after project initiation will be a review of ADU development trends and regulations and ensuring that a monitoring mechanism is in place to support Housing Element assumptions regarding future ADU construction. HCD has indicated that significantly higher RHNA credit will be available for ADUs than in previous Housing Element cycles. If necessary, we will work with staff to identify potential zoning and development strategies to address any shortfall of housing capacity compared to the RHNA allocation.

Constraints. We will update the analysis of governmental and nongovernmental constraints based upon changed plans and regulations, development review procedures, fees, infrastructure availability and environmental conditions. If constraints are identified, we will recommend programs to mitigate them, where feasible. This section will also address fair housing issues. It is assumed that City staff will provide any changes that have occurred regarding development fees, processing procedures, infrastructure and other relevant factors since the preparation of the previous Housing Element.

Evaluation of the Current Housing Element. We will conduct an evaluation of the current Housing Element and other related materials including the following:

- Review of current housing policies and programs

- Review of changes to City plans and regulations since the last Housing Element was prepared

The budget assumes that City staff will provide current documents and information regarding the status of existing housing programs, resources and funding. It is expected that the City's Annual Progress Reports will contain a significant portion of the required information.

Housing Policy Plan. Based upon the analysis described above and input from City decision-makers, staff and community stakeholders, the Housing Policy Plan will be updated to reflect policies, programs and objectives for the new 8-year planning period.

We will prepare an Administrative Draft Housing Element for staff review. The Administrative Draft will then be revised to incorporate City comments into a Public Review Draft Housing Element. The budget assumes that all City comments on the Administrative Draft will be consolidated into a single round of review.

Upon staff approval, the Draft Housing Element will be posted for public review and presented to the Planning Commission at a public meeting. Revisions will then be incorporated based on Planning Commission comments and a revised Draft Housing Element will be prepared for review by the City Council (see Task 3 below).

Following City Council review, the draft Housing Element will be submitted to HCD for review. We will then prepare revisions to the Housing Element in consultation with City staff in response to comments from HCD. The proposed final Housing Element will then be reviewed by the Planning Commission and City Council at public hearings.

The adopted Housing Element must then be submitted to HCD for final review and certification. If additional comments are raised by HCD on the adopted Housing Element, we will work with City staff to address those comments.

The budget assumes that all documents will be provided in digital form. If hard copies are requested they will be provided on a time-and-materials basis.

Work Products

- Administrative Draft Housing Element
- Public Review Draft Housing Element
- Final Housing Element

Task 3
Public Participation

Public participation – especially engaging lower-income households and persons with disabilities – will be an essential component of the Housing Element update. Early in the process we will work with City staff to develop specifics for the public participation program that effectively engages all stakeholders. Key components of the program are expected to include the following:

- Provide background information to residents, businesses and other stakeholders regarding State Housing Element requirements and policy implications. Techniques may include an FAQ to be posted on the City website, press releases, social media postings, and formal public meeting notices
- Information gathering regarding housing needs and policy options for addressing those needs. This methodology will be developed in consultation with City staff. If desired, we will prepare an online survey questionnaire for posting by the City on a Housing Element website created and maintained by the City
- Assistance in coordination with other public agencies, including preparation of draft notices for distribution by the City and assistance to staff in preparing responses to agency comments, if necessary
- Two public workshops
- Two public hearings (one each with the Planning Commission and City Council)

For each public meeting, Mr. Douglas will prepare a draft staff report, slide presentation and supporting materials in consultation with the City's Project Manager. The budget assumes that the City will be responsible for Native American consultation.

Work Products

- Housing Element FAQ
- Assistance with public agency coordination
- Participation in 4 public meetings

Optional Task:
Zoning Amendments

Two types of Zoning Ordinance revisions are related to the Housing Element update: 1) revisions to citywide regulations to address changes in State law, such as density bonus, ADUs and low barrier navigation centers; and 2) site-specific zoning amendments needed to demonstrate adequate sites to accommodate the RHNA.

Since the last Housing Element was adopted in 2014 the State Legislature has enacted several major changes to housing law, and additional changes continue to be introduced in Sacramento. The analysis of constraints discussed above will identify any City housing regulations that do not fully comply with current State requirements. This optional task would include drafting housing-related ordinances (such as for density bonus and low barrier navigation centers) that are required based on current State law.

Regarding the second type of zoning amendments, it is possible that amendments to General Plan land use designations and zoning regulations may also be required to demonstrate adequate sites to accommodate the new RHNA allocation. This optional task would include assisting staff in drafting those amendments based on the sites analysis and HCD requirements.

**Optional Task:
CEQA Compliance**

As an optional task we will conduct an environmental review for the Housing Element and related zoning amendments in compliance with CEQA. A detailed scope of work and budget will be prepared after draft Housing Element policies and programs have been defined and any required site-specific zoning amendments are identified.

To the extent possible, the Housing Element CEQA document would tier off other CEQA documents. If no new significant impacts would occur, an addendum to previous CEQA documents or a Negative Declaration may be appropriate pursuant to Public Resources Code Sec. 21166. However, if new potentially significant impacts are identified, more extensive analysis may be necessary.

Proposed Schedule

The estimated due date¹ for adoption of 6th cycle Housing Elements in the SBCAG region is February 15, 2023. We will work closely with City staff to ensure timely completion of the project. The following preliminary milestone schedule would achieve the State Housing Element deadline; however, this schedule will be subject to refinement during the course of the project in consultation with City staff.

Date	Milestone
April – December 2021	Review current Housing Element Housing Element analysis
January – March 2022	Prepare Administrative Draft Housing Element Public workshop
April - May 2022	Staff review of Administrative Draft Housing Element
June 2022	Prepare Public Review Draft Housing Element
June - August 2022	Planning Commission/City Council workshop
September - November 2022	HCD review & consultation (60-day review)
December 2022 - February 2023	Planning Commission hearing & recommendation City Council hearing & adoption Submit adopted Housing Element to HCD

Proposed Budget

Our proposed budget for the Housing Element update is shown below. Additional tasks can be provided on a time-and-materials basis. Reimbursable expenses are billed at actual cost with no surcharge. We do not charge for travel expenses, and travel time to/from meetings is included in the budget for each meeting.

We commit to donating 10% of our consulting fees to charities of the City's choice that serve the communities where we work. In the previous Housing Element cycle Mr. Douglas donated over \$5,000 to People's Self Help Housing based on his work in Santa Barbara County.

Task	Description	JD	WP	Total Hours	Cost
1	Project Initiation	40		40	\$6,000
2	Housing Element Preparation	260	24	284	\$40,800
3	Public Participation	80		80	\$12,000
Total Labor		380	24	404	\$58,800
Hourly Rate		\$150	\$75		
Recommended Contingency (10%)					\$5,880
Total Labor + Expenses					\$64,680

JD = John Douglas, AICP, Project Manager

WP = Graphics/word processing

Notes:

Contingency funds will not be used without prior City authorization

¹ <https://www.hcd.ca.gov/community-development/housing-element/docs/6th-web-he-duedate.pdf>

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.

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 Consultant. 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 (or its equivalent). 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 may cancel this Agreement.
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 without written approval from the City 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 maintain the required professional liability coverage for one year after completion of Consultant's work performed pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason.
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.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT August 9, 2021

ITEM FOR COUNCIL CONSIDERATION

2021 Work Plan Status Report.

STAFF RECOMMENDATION

Action Item ☐ ; Non-Action Item ☒

Receive and file the 2021 Work Plan status report.

BACKGROUND

Each year in late January the City Council, City Manager and staff Department Heads meet to discuss strategic issues and the Annual Work Plan. The public meeting was held this year on Saturday, January 23. Both the draft and approved Work Plans are annually published on the City's website: <https://carpinteriaca.gov/>. The approved plan can be found on the home page under Hot Topics.

The annual Work Plan is the primary document that guides new or significantly modified staff work for the coming year, including budget development. The document includes a brief description of City Departments, including a mission statement and detailed information about discrete Department work matters. Each work item includes a description of: the project itself, objectives and policy consistency, previous and ongoing work, tasks necessary to carry out the work, work products, estimated completion date, and resource requirements including staffing and budget.

The Annual Work Plan also includes the identification of strategic issues facing the City, a discussion of the proposed approach to addressing these issues, and implementation measures set out through the Work Plan.

This agenda matter is intended to allow for the Department Heads to present information to the City Council on the status of work for which they are responsible and for the City Council to ask questions, discuss the work and priorities.

DISCUSSION

A status report table on each Work Plan matter is attached to this Staff Report (Attachment A) and Department Heads will present highlights at the Council meeting.

The annual Work Plan represents discrete work items that have been anticipated and either represent one-time work or initiation of matters intended to be permanent. As such, the Work Plan does not reflect all work conducted during the year. For example, in circumstances where the day-to-day work in a Department makes significant demands on staff resources, the Work Plan may represent a small fraction of the work undertaken annually.

Annual City work also includes cooperative and collaborative work with other agencies and organizations. These efforts can be critical and time consuming because, as a small government agency, services that are important to Carpinteria such as health and human services, youth education, transportation and housing, are most efficiently and effectively addressed at a regional level with the City working in cooperation with the agencies that have primary responsibility for these services.

This year and last, City work has been disrupted significantly by the COVID-19 Pandemic. There is discussion in some of the Work Plan item updates about the City's COVID-19 Pandemic response work.

POLICY CONSISTENCY

The Work Plan includes initiatives aimed at implementing important policies and regulations of the City, including, for example, policies of the General Plan / Local Coastal Land Use Plan.

A review of the status of Work Plan implementation is consistent with best practices and the City's interest in prioritizing important work in a dynamic environment.

FINANCIAL CONSIDERATIONS

The City's adopted Fiscal Year 2021-22 Budget was informed by the Work Plan and, should the Council determine to provide direction to add or modify Work Plan items or their prioritization, this may affect the adopted Budget. For this reason, such changes would be considered as a separate agenda matter at a future meeting.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The Work Plan can include initiatives aimed at furthering City interests identified by the City Council and/or mandated by state or federal law through legislation/legislative advocacy, litigation, and/or risk management.

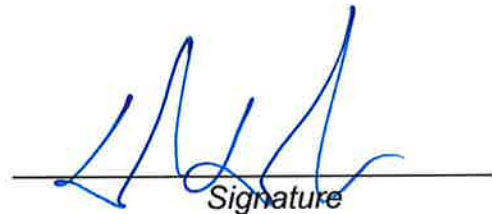
OPTIONS

1. Receive and file the report
2. Request additions, deletions or changes to the Work Plan. Should this option be elected and the change wishing to be considered involves a budget change or significant change in Work Plan and/or priorities, a separate matter will be scheduled for a subsequent agenda.

ATTACHMENT

A. 2021 Work Plan Status Report Table

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



Signature

ATTACHMENT A

**GENERAL GOVERNMENT
2021 Work Plan Status**

Activity	Comments
Program: Legislative & Policy	
Legislative Advocacy. Establishing and maintaining good communication and working relationships with county, state and federal officials including elected representatives. This may include conducting advocacy and/or building coalitions for City positions, drafting legislation, making presentations, and providing testimony before other agencies or directly to legislators.	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: • Letter of Opposition SB 9, concerning state preemption of local control over land use/zoning and the permitting of housing development. • Anti-Hate Resolution No. 6040 and letters Adopted and communicated to state and federal representatives to condemn hate crimes, hateful rhetoric and hateful acts against Asian Americans and Pacific Islanders.

Legislative & Policy Research and Development. Local legislative and policy responses to new/changed federal and state laws, legal or practical mandates, and changing community needs/expectations.	• COVID-19 Pandemic Response and Recovery. Extended the emergency legislation creating the temporary use program for outdoor use areas by restaurant and retail businesses. Staff continues to implement the latest COVID-19 pandemic related guidance from federal and state authorities. Staff also monitors State legislation proposing to amend the Brown Act to potentially continue remote participation in public meetings. • Housing Legislation Advocacy Council authorized the Mayor to work with staff to take positions consistent with SB 9 Opposition on myriad state housing legislation that serves to undermine local control. • ADU/JADU Legislation Administrative draft regulations have been prepared and are under review concerning changes to the City's zoning regulations in response to preemptive state laws concerning accommodating Accessory Dwelling Units and Junior Accessory Dwelling Units use and development in residential zone districts. • Objective Design Standards Consultant Services. • The City Council approved the budget and a consultant services agreement for work necessary to establish objective design standards for certain development types in response to preemptive state laws. • Mobile Home Regulations. Staff are implementing AB 2782 (2020), which ended the long-term lease exemption from local rent control, consistent with the City's Mobile Home Park regulations. This implementation work may involve legislative responses to update the City's Code or administrative procedures to reflect current law. • Affordable Housing Local Housing. "[The City to] continue to explore measures capable of helping to protect the affordability of local housing, e.g., • "no cause" eviction ordinance, multi-family rent control, affordable housing in-lieu • enforcing and updating as needed Short Term Rental regulations • fees/inclusionary requirements. Other work anticipated in the coming year includes: • Subdivision Ordinance Update • Update of City fees and charges • Response to new state allowance for microenterprise kitchens in residential zones"
Regional Programs Collaboration and Cooperation. City Council members and staff participate on a	COVID-19 Pandemic Emergency Response and Recovery. Continuation of communication w/the community,

number of regional committees and groups. Council member assignments to these entities are listed on the City Council agenda and include Joint Committees of elected representatives of the City and School Board, Sanitary District and Water District for example, as well as representatives to regional organizations such as the Air Pollution Control District (APCD), and the Santa Barbara County Association of Governments (SBCAG).

meetings with OEM.

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, 2020, 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.

Although County Operational Area meetings and direct assistance work has wound down, in the first half of the 2021 calendar year certain work has continued, including maintaining local Communications Committee and carrying out related work to inform the public regarding Health Orders and other pandemic response activities. The City has also consummated an agreement with the Carpinteria Children's Project to support a new position that, in part, will assist in coordination and communication between agencies providing health and human services in Carpinteria.

Sustainability/Renewable Energy. The transition of customers in Carpinteria to the new Central Coast Community Energy (CCCE) is on schedule for October 2021, and the City is coordinating with the agency to get information out to the public. A media and public information packet has been received by the City and is being disseminated over City social media, mailings and through meetings.

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. The City also received a grant to complete a coastal dune restoration study that could serve as the basis for a capital project coordinated between City, County and state jurisdictions. Housing/Homelessness. In 2021, to date, the City continues to financially support and collaborate with 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 2021. The City has also continued discussion 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. The Council authorized negotiating a Memorandum of Understanding and a report on that is expected to return to the Council later in the year.
Program: City Administration	
Art in Public Places. Prepare a report with recommendations to the City Council concerning the establishment of an Art in Public Places program.	Staff met with a representative of the Arts Council about the possibility of collaborating to display local artwork at City Hall. No other work on this matter has been initiated.
Community Center: The purpose of this Work Plan item is to collaborate with community groups and local	Not initiated.

service providers to determine needs, interests and possible locations for a community center that can meet the space 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.	
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 continue in 2021, with work focusing on preparing for taking over Library Operations on July 1, 2022. Several key milestones have been met this year including gaining membership in Black Gold and submitting requisite information to the State Library Board. Discussions with City and County regarding the transition, including amending the facility lease and per capita revenue, are occurring on a monthly basis.
Racial Equity & Social Justice. Establishment of a Racial Equity & Social Justice (RESJ) program that implements the policy intent embedded in City Council Resolution No. 5981 and subsequent City Council actions.	The City Council formed a Council Committee to assist with steps to create this new program. Two consultants were engaged to support the work and planning meetings held. Training is expected to begin later in the year when the Assistant City Manager hire is completed.
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 2021. The CRD works closely with CUSD officials to determine appropriate opportunities to connect with youth; however, this work was stymied by the pandemic. Staff and Councilmember Alarcon met with representatives of the local chapter of Future Leaders of America about the possibility of getting a proposal for consultant support; however, after consideration, the group declined.
Program: Community Promotion and Communications	
Neighbor to Neighbor. Develop a program that will create partnerships between the City and its residents.	The Neighbor to Neighbor program is on hold due to the COVID-19 pandemic.
Program: Economic Vitality	
COVID-19 Economic Recovery Action Plan. The public health response to the COVID-19 Pandemic has resulted in state and county restrictions on travel and conduct of business activities, among other things. These necessary public health protection measures have had devastating community impacts, in particular, on small businesses and the local economy. The City Council Ad hoc Recovery	Staff met with a representative of the new regional Chamber of Commerce about facilitating meetings with small business owners in Carpinteria; however, the Chamber was not able to further this effort. Staff will be looking for other opportunities to facilitate this meeting in order to gather information needed to inform the subject work.

Committee initiated this work to establish an Economic Recovery Action Plan that reflects the response work conducted to date by the City to support small businesses as well as mid and long-term initiatives identified as being needed to support economic recovery.	
Surfliner Inn and public Parking Project. Located at 499 Linden Avenue and along the railroad tracks / Linden Avenue, the 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 City Council considered and authorized execution of the Lease Development and Disposition Agreement on July 19, 2021.
Program: Law Enforcement	
Service Agreement Update and Implementation. This work plan matter includes the expected need to update and implement provisions of the City/County Agreement for Law Enforcement Services. The Sheriff's Department has notified contracting cities in the County that it has engaged the services of a consultant to develop a revised cost methodology and will be proposing related changes to the respective law enforcement services Agreements. Also, the City has embarked on an effort to create a Racial Equity and Social Justice program that is planned to be developed, in part, through collaboration with the Sheriff's Office.	A dispute over proposed charges under the agreement for law enforcement services was initiated and settled in the first part of 2021. City costs for law enforcement services, increased by nearly 15%, were included in the 2021/22 adopted budget. It is anticipated that negotiations on appropriate cost for the next fiscal year will begin in the fall of this year.
Program: 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	All community training classes have been canceled due to the COVID-19 pandemic. It is our goal to be prepared to offer CERT trainings again in the Spring and Fall of 2022.

response education and resources.	
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 is continuing on the Local Hazard Mitigation Plan Update and the Multijurisdictional Hazard Mitigation Plan Update. Working through a grant from FEMA, mapping specific to Carpinteria will be added. Regarding COVID-19 response activities: • Communication efforts continue 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 are being updated with COVID-19 messages and posted on A-frames throughout the downtown area in response to new Santa Barbara County Department of Public Health - Health Officer Orders. • The Ad Hoc COVID-19 Communication Committee has begun meeting every other week again starting in July 2021.
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.	While CERT trainings are currently on hold, the 2021 HOST season begun July 4th and will end after Labor Day weekend. The schedule has been limited to two days (Fridays and Saturdays) and the averaged contacts per weekend have been around 200. No new active recruitment of volunteers is currently occurring.
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 2021 is \$14.00	In process. A Request for Proposal was conducted 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

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 Unrepresented Employees has not been updated to adjust to the minimum wage increases. The last Total Compensation Survey was done in 2014. Additionally, current 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.	City determined to hold off until later in year. The City is now moving forward with the Total Compensation Study; however, the consultant has had difficulty gathering the data from other due to other municipalities having shortage of staff due to COVID-19. The Total Compensation Study is estimated to be completed by end of August.
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 worked with LinkedIn to administer a 30-day all access training for the month of May 2021. The all-access training was available to all employees where they had access to over 16,000+ online courses taught by real-world professionals. The 30-day all day access where 24 out of 33 employees activated their LinkedIn accounts. HR has determined the City is able to provide 25 LinkedIn Learning licenses and will work with directors to determine how the licenses will be distributed. HR will also work with directors and supervisors in setting up key learning and training objectives for staff for the remainder of the fiscal year.
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	In process. HR has started the labor negotiation process with SEIU.

necessary to establish a successor agreement to be effective July 1, 2021.	
Options on Health Insurance Carrier for City Employees. The City has not conducted a Request for Proposal (RFP) for an insurance broker in several years and conducting an RFP would ensure accessibility to the most cost-effective plans available other than CalPERS, as well as ensuring a variety of benefits remains available for the City to offer employees. The City would like to also evaluate options for the provisions of dental and vision insurance other than the City's current administrator, Guardian. And, evaluate options for the provisions of supplemental insurances other than the City's current administrator, Guardian Life Insurance, Aflac, TransAmerica, and Wage Works. Also, looking to partnering with a larger Benefits Insurance Brokers might provide better options to City to enhance options to employees in order to assist in obtaining health goals	This workplan item was not started and will be carried over to 2022.
Program: Risk Management Loss Control Action Plan (LossCAP) The City participates in the California Joint Powers Insurance 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.	Development and implementation of appropriate policies, programs and procedures is underway in each responsible Department.

On February 2020, 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: 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 met a few times this year and developed the following three recommendations which the City Council approved on July 26, 2021: (1) direct that maps be prepared for its consideration with five City Council districts; (2) determine the order in which districts will come up for election by relying on the related provisions of Elections Code Section 10010 (b); and (3) direct that drafting of maps by the public be facilitated through multiples means including the DistrictR software platform and paper maps, through online and manual resources, web based and in-person instruction. Staff is waiting for the Census numbers to be released in Fall 2021 before holding community outreach meetings. A website and plan for public outreach is currently in development.
Program: Records Management	
Records Management Program	Due to COVID-19, this workplan item has not yet been addressed.

**ADMINISTRATIVE SERVICES DEPARTMENT
2021 Work Plan Status**

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 October 2021.
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. The City has contracted with HdL Companies to administer the program. The Go Live is scheduled in August 2021 and update to the ordinance in December 2021.
5-Year Financial Plan (2023-2028)	The objective is to hire a consultant that can provide a new 5-Year Financial Plan that will allow the City to better assess the long-term outlook, more closely define the size and duration of fiscal challenges, and make better decisions accordingly for both the short and long run. This project is in progress and expected to be completed by February 2022.
Cost of Service Analysis	The objective is to hire a consultant that can provide a new Cost of Service Analysis on City programs that will provide a revenue to cost comparison system that can be used to determine the level of fees that would have to be imposed in order to meet the cost recovery percentages as stipulated by the City's municipal code (CMC 3.34.040). This project has not been started.
Updates to the Carpinteria Municipal Code	The objective is to make updates to various Carpinteria Municipal Code sections related to financial policies and regulations, including fiduciary, bonding, business license, and purchasing sections. Performed on an as-needed basis, updates to the Municipal Code ensure that the city's policies and procedures will continue to safeguard City assets and ensure the City's long-term financial health. The City has contracted with HdL Companies to update the Business License and Transient tax codes. This will also include an analysis of the cost to administer the program.

	This project is in progress and expected to be completed by December 2021
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**COMMUNITY DEVELOPMENT
2021 Work Plan Status**

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: Design Standards and Guidance	
- Amendments to the CMC creating the Downtown Design Overlay - Amendments to the Neighborhood Design Guidelines	Ongoing. Work on the Downtown Design Guidelines has begun. The City has secured a Consultant Services Agreement with RRM Design Group to prepare the City's Downtown Design Overlay Program on April 26, 2021. Work is in progress, reporting to the Ad Hoc Development Review Committee. This work effort is expected to run through December 2022. Work on updates to the Residential Design Guidelines has not progressed due to staffing and budget constraints. This work effort is expected to run through July 2022.
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. This work effort is expected to run through December 2022.
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 other Advanced Planning projects. The Department will focus on ADU and Density Bonus updates first, using grant funds, followed by the comprehensive Zone Code update incorporating material from the General/Coastal Plan update and the Downtown Design Guidelines described above. This work effort is expected to run through December 2022, although it may run longer.
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 Principal Planner in the three-year Advanced Planning Section. Grants have been secured for the Density Bonus and the ADU updates. An administrative draft of the ADU updates is currently in the last round with staff before being presented in an administrative draft to Housing and Community Development (HCD) and the California Coastal Commission (CCC) before released to the general public through the public hearing process. This work effort is expected to run through December 2023. The Department is in the process of securing a consultant to prepare the City's 2023-2031 Housing Element Update. This work effort is expected to run through December 2023.

**PUBLIC WORKS
2021 Work Plan Status**

Activity	Comments
Program: Public Works Administration	
National Flood Insurance Program Community Rating System	Community Rating System (CRS) Application is in progress. Submittal of the CRS Application to the Federal Emergency Management Agency (FEMA) is estimated in late fall 2021.
Pedestrian Bridge Inspection Program	Consulting agreement issued to Pacific Civil Solutions, Inc. in March 2021 for pedestrian bridge inspection services. Inspections were completed for all seven pedestrian bridges in July 2021.
Program: Sustainability and Environment	
Sustainable Resources	• Via Real Stormwater Project. Design is in progress. Completion of design is estimated in December 2021. Grant application was submitted for additional funding from the Urban Flood Protection Grant Program. • The City is preparing for implementation of the final SB 1383 Organics Diversion requirements. The Franchise Agreement negotiations are in progress. Completion of negotiations is estimated in late fall 2021. • SCE territory enrollment with Central Coast Community Energy, formerly Monterey Bay Community Power, is scheduled to begin October 1, 2021. Outreach started in July, with regular updates being sent out via social media and the City newsletter, as well as via various media channels and direct mailers.
Program: Street Maintenance	
Pavement Management Program	• 2021 Pavement Maintenance Project. Construction substantially completed by VSS International, Inc. in June 2021. Filing of Notice of Completion is anticipated in August 2021. • 2021 Pavement Rehabilitation Project. Construction contract awarded to Toro Enterprises, Inc. in June 2021. Estimated start date of construction is September 2021. • Pavement Management System Report Update. Estimated start date is late fall 2021.
Street Tree Management Plan Update and Special Conditions Streets Management Plan	Plans adopted by City Council in July 2021.

Program: Capital Improvements	
Carpinteria Avenue Bridge Replacement Project	The eminent domain proceeding is complete. Due to the delay by the eminent domain process, Right of Way Certification is re-estimated to be complete in December 2021. Start of construction is estimated in fall 2022.
City Hall Campus Improvements- Phase 2	Work on request for proposal (RFP) was delayed. In the first half of calendar year 2020, 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. 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. The RFP was revised and is estimated to be issued in fall 2021.
Rincon Multi-Use Trail Project	Plans, specifications, and estimate at 90-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 still in progress.
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 complete. Punch list items for landscape improvements are in progress. • 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.

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 (Regional 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 2020-21 is currently being drafted. • The NPDES Phase II Small MS4 Permit (Permit) was last updated and adopted in 2013. It is currently in the seventh year of the proposed 5-year permit cycle. The State Water Board is still working on a draft of the amended Permit, expected to be released in late fall 2021. • 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 concurrently issue the implementation order with the amended Permit. • Storm Drain Asset Inventory and Condition Assessment. Storm Drain Asset Inventory is ongoing.
Program: Transportation, Parking, and Lighting	
Improved Public Transit Services	In June 2021, the Transportation Committee received a presentation from the Santa Barbara Metropolitan Transit District (SBMTD) about impact of COVID-19 on the south coast's public transit and SBMTD's finances. The Seaside Shuttle service is currently suspended. However, SBMTD will evaluate the service.
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
2021 Work Plan Status**

Activity	Comments
Program: PARKS, Recreation and Facilities Administration	
Carpinteria Bluffs III Improvements Rincon Bluffs Preserve	The objective is to design and permit improvements to the Carpinteria Rincon Bluffs Preserve. The 23 acre property is permanently protected as open space with native habitat and passive public access uses. To date, a concept plan has been prepared, a public workshop has been conducted and the project is scheduled to be presented to the City Council in the fall of 2021 for authorization to continue work toward permits and grant applications.
Dedicated Dog Park Design Off leash pilot program	The objective is to design and permit a dedicated off leash dog park along with additional amenities desired by the public. To date a design has been prepared that uses City owned property to optimize a dog park with a small dog area and a large dog area. In addition, pickle ball courts and general park amenities are also included. A off-leash area program has also been established in El Carro Park with off-leash privileges permitted in morning and afternoon hours. The program is a pilot program. A report is scheduled to be presented in October to the City Council to help determine continuance options for pilot program.
Community Farm Planning	The City expects to receive a 2.75 acre property as a result of surplus land from the Freeway Project. Use of this land will be restricted to agricultural use in perpetuity. The objective is to develop a viable long term agricultural use with public benefit for the property. The State has nt yet transferred the property to the City.
Creekside Parcel Acquisition	The objective is to acquire flood prone real estate located adjacent to the Carpinteria Creek. The City was awarded a grant to purchase real estate just south of Carpinteria Avenue on the west side of the creek. The project is delayed due to a change in the seller's interest in selling.
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). The most recent communication from

	USACE is that the closeout of the feasibility study will be completed by the end of August and the initiation of the CAP study will begin thereafter.
Program: Capital Improvements	
Skate Park Construction	Permits for the project have been issued and the project plan set and specifications are being readied to public bid. It is hoped that fund raising will be completed in early fall and that the project can be under contract by late fall.
Historical Marker Park	The objective of this project is to permit a pocket park in the Concha Loma area nearest the multifamily residential property closest to Carpinteria Avenue. A concept park design has been prepared. No further work has progressed. Staff expects to solicit neighborhood input in the fall of 2021. Project challenges include lack of funding.
Carpinteria Coastal Trail	The next project that is ready to permit is the trail segment over Bluffs two property. The City has obtained an easement and has prepared plans to construct an eastward extension of the trail from Viola Fields. An application for permits has been submitted. A soils engineering report has been requested by CDD and this report is being prepared by a qualified firm. I rias hoped the project can be permitted in the spring of 2022.
Linden Avenue Lifeguard Tower Replacement and Linden Plaza	The objective of this project is to improve coastal access, ADA compliance, emergency response, bicycle and pedestrian use and general ambiance of the Linden Street end. This project is a cooperative project with California State Parks. A funding opportunity has been identified and current work is to make application for funding for the portion of the project on State Park property. Applications are due by August 31, 2021.
Playground replacement	Heath Ranch Park has been identified as the next park to receive a replacement playground. A playground has been designed for the park and a contract has been issued for the replacement project. The playground will also be relocated to a location further away from large trees. Work will be complete by late fall.



Cal Cities highlights more than 50 priority bills

Jul 28, 2021

Last Thursday, the League of California Cities briefed city officials on bills of interest currently working their way through the legislative process.

The webinar, Summer Recess Briefing on Priority Bills, provided city officials with a briefing on major bills cities should consider advocating for or against once the Legislature returns from its summer recess on Aug. 16. The webinar is now available **online** (https://youtu.be/_vF5ZDxwats), along with its corresponding **slides** ([/docs/default-source/advocacy/summer-recess-briefing-on-priority-bills-final-christine.pptx?Status=Master&sfvrsn=403b5ecc_3](/docs/default-source/advocacy/summer-recess-briefing-on-priority-bills-final-christine.pptx?Status=Master&sfvrsn=403b5ecc_3)), which contain a short description of **each bill** ([/docs/default-source/advocacy/2021-cal-cities-summer-recess-webinar-bill-breakdown.pdf?Status=Master&sfvrsn=ed620dad_3](/docs/default-source/advocacy/2021-cal-cities-summer-recess-webinar-bill-breakdown.pdf?Status=Master&sfvrsn=ed620dad_3)). A brief summary of each policy area's bills is below.

Community Service

Five bills related to disaster and community resiliency, homelessness, and youth services were highlighted. Cal Cities supports four of the five. The fifth is **AB 1071** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB1071) (Rodriguez), which Cal Cities supports if amended. The measure would require the Office of Emergency Services, community representatives, and lifeline operators to conduct tabletop exercises of California's catastrophic response plans on a biennial basis. Cal Cities believes that local participation should be encouraged, not required, due to pandemic-related cuts and costs. Other priority bills include:

- **SB 344** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB344) (Hertzberg) Homeless Shelters Grants. Pets and Veterinary Services — Support
- **AB 536** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB536) (Rodriguez) Office of Emergency Services. Mutual Aid Gap Analysis — Support
- **AB 46** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB46) (Luz Rivas) California Youth Empowerment Act — Support
- **SB 50** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB50) (Limon) Early Learning and Care — Support

Environmental Quality

Eight Cal Cities-supported environmental quality measures were highlighted. The bills cover a wide range of topics including climate change and resiliency, energy and utilities, sea level rise and coastal rise issues, toxic materials, and solid waste and recycling. Three bills — **SB 1**

(https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB1)

(Atkins), **SB 418** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB418) (Laird), and **SB 619**

(https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB619)

(Laird) — contain significant funding and resources for environmental issues.

Other bills discussed include:

- **AB 897** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB897) (Mullin) Office of Planning and Research. Regional Climate Networks. Climate Adaptation Action Plans — Support
- **AB 585** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB585) (Luz Rivas) Climate Change. Extreme Heat and Community Resilience Program — Support

- **SB 99** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB99) (Dodd) Community Energy Resilience Act of 2021 — Support
- **AB 1311** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB1311) (Wood) Recycling. Beverage Containers — Support
- **AB 332** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB332) (Committee on Environmental Safety and Toxic Materials) Hazardous Waste. Treated Wood Waste. Management Standards — Support

Governance, Transparency, and Labor Relations

Seven bills, including **AB 339**

(https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB339)

(Lee) were highlighted. This measure would require city councils and boards of supervisors in jurisdictions with over 250,000 residents to provide in-person and a two-way telephonic option or a two-way internet-based service option for the public to attend their meetings. Cal Cities opposes the bill, even though it has been significantly amended.

The Cal Cities Board of Directors took action to oppose **AB 237**

(https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB237)

(Gray). This measure would prohibit public employers from terminating, or threatening to terminate, the health care coverage and related benefits of employees and their families during an authorized strike. If passed, the bill could lead to longer strikes — which are currently infrequent and short — thus disrupting the flow of public services.

Other bills of interest include:

- **AB 361** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB361) (Rivas, Robert) Open Meetings. Local Agencies.

Teleconferences — Support

- **AB 654** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB654) (Reyes) Public Employment. Unfair Practices. Health Protection — Oppose
- **SB 270** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB270) (Durazo) Public Employment. Labor Relations. Employee Information — Oppose
- **SB 284** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB284) (Stern) Workers' Compensation. Firefighters and Peace Officers. Post-traumatic Stress — Oppose
- **SB 278** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB278) (Leyva) Public Employees' Retirement System. Disallowed Compensation. Benefit Adjustments — Oppose

Housing, Community and Economic Development

Dozens of housing, land use, and planning bills have been sidelined or failed to make it out of committee. However, **AB 816**

(https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB816)

(Chiu), **SB 15** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB15) (Portantino), and **SB 6**

(https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB6)

(Caballero) will probably return in the next legislative cycle. The bills that remain

are critically important.

SB 8 (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB8)

(Skinner) would extend the Housing Crisis Act sunset date to 2030. The 2019 Act declared a statewide housing crisis and froze nearly all development-related fees once a developer submits a “preliminary” application, including essential project-specific fees. Cal Cities opposes the measure since there is no evidence it needs to be extended.

Two bills — **AB 500** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB500) (Ward), and **AB 602** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB602) (Grayson) — were recently amended. As such, Cal Cities is reconsidering its position on **AB 500** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB500), a measure related to coastal development and affordable housing. However, Cal Cities remains opposed to **AB 602** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB602), which would make significant changes to laws governing local development impact fees and create new state and local costs.

Cal Cities also opposes **AB 1401** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB1401) (Friedman). The bill's definition of "public transit" would give developers and transit agencies — who are unaccountable to local voters — the power to determine parking requirements. Additionally, the bill could negatively impact the State's Density Bonus Law by providing developers parking concessions without also requiring them to include affordable housing units in the project.

Other priority bills include:

- **SB 9** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB9) (Atkins) Housing Development Approvals — Oppose
- **AB 215** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB215) (Chiu) Housing Element — Oppose
- **AB 989** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB989) (Gabriel) Housing Appeals Committee — Oppose

Public Safety

Several amended bills, including **AB 89** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB89)

(Jones-Sawyer) and **SB 16**

(https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB16)

(Skinner) were highlighted. The former would increase a police officer candidate's age from 18 to 25, unless they have obtained a college degree prior to being hired. **SB 16** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB16) would expand the categories of records subject to disclosure under the California Public Records Act (CPRA), impose new requirements for record retention specify a timeline for a law enforcement agency to provide public records to the requester, and would outline restrictions related to attorney-client privilege. Cal Cities is reconsidering its position on both bills

However, Cal Cities remains opposed to **SB 2**

(https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB2)

(Bradford), which would establish new standards and processes for decertifying peace officers, would eliminate the application of certain governmental immunities, and allow wrongful death actions under the Tom Bane Civil Rights Act. The bill undercuts qualified immunity and outlines a largely unworkable peace officer decertification process. Other bills discussed include:

- **AB 48** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB48) (Gonzalez) Law Enforcement: Kinetic Energy Projectiles and Chemical Agents — Oppose
- **AB 603** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB603) (McCarty) Law Enforcement Settlements and Judgments. Reporting — Oppose
- **AB 718** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB718) (Cunningham) Peace Officers: Investigations of Misconduct — Support
- **SB 314** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB314) (Wiener) Alcoholic Beverages — Support if Amended

- **AB 61** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB61) (Gabriel) Business Pandemic Relief — Support if Amended
- **SB 389** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB389) (Dodd) Alcoholic beverages: retail off-sale license: retail off-sale delivery: retail on-sale license: off-sale privileges — Support if Amended
- **SB 576** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB576) (Archuleta) Gambling: Local Moratorium — Oppose
- **SB 277** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB277) (Archuleta) Fireworks. Dangerous Fireworks. Seizure. Management — Support if Amended

Revenue and Taxation

This year has been good for cities on the revenue and taxation legislation front. In previous years, bills often created tax credits and exemptions at the expense of cities. This year, those bills were sidelined or stalled, thanks to the advocacy of Cal Cities members.

Many of the remaining bills focus on short-term rentals and sale taxes. For example, **SB 792** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB792) (Glazer) aims to better inform the public's understanding of online transactions and the flow of goods across the state with new, modernized reporting requirements. **SB 60** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB60) (Glazer) would allow cities and counties to impose larger fines for violations of short-term rental ordinances up to \$5,000 for each violation. Cal Cities supports both measures.

Other bills discussed include:

- **SB 555** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB555) (McGuire) State Sponsored Short-Term Rental Tax Collection Program — Oppose Unless Amended
- **SB 780** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB780) (Cortese) Public Investment Authorities — Support

Transportation, Communications, and Public Works

Three transportation bills and six communication bills were highlighted. Of particular note is **AB 970** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB970) (McCarty), which Cal Cities opposes. The bill would create a shorter permitting process for electric vehicle charging stations. For cities with finite resources, focusing on certain permit types with very short turnarounds will result in fewer resources to expedite other types of permits, including those related to affordable housing, health and safety, and other industries. Moreover, the bill does not distinguish between relatively simple permittees, like homeowners, and more complex installations, such as large public charging stations.

SB 4 (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB4) (Gonzalez) and **AB 14** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB14) (Aguiar-Curry) — which Cal Cities supports — complement the recently passed \$6 billion broadband package recently signed into law by Gov. Gavin Newsom. Both bills would reform the existing California Advanced Services Fund (CASF) surcharge to help close the digital divide and make it easier for cities to access those funds. Other priority bills include:

- **AB 43** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB43) (Freidman) Speed Limits — Support
- **AB 773** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB773) (Nazarian) Street Closures and Designations — Support

- **AB 970** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB970) (McCarty) Planning and Zoning. Electric Vehicle Charging Stations. Permit Application. Approval — Oppose
- **SB 28** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB28) (Caballero) Rural Broadband and Digital Infrastructure Video Competition Reform Act of 2021 — Support
- **SB 556** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB556) (Dodd) Street Light Poles, Traffic Signal Poles, Utility Poles, and Support Structures. Attachments — Oppose
- **SB 341** (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB341) (McGuire) Telecommunications Service. Outages — Support

1400 K Street, Suite 400
Sacramento, CA 95814

P: (916) 658-8200

F: (916) 658-8240



Upcoming Legislative Hearings

Bill of Interest to Cities, July 15 - August 16

The Legislature is set to break for summer recess on July 16, with the Assembly and Senate reconvening on August 16. After the Legislature returns, lawmakers will have two weeks to get their bills through appropriations before they are brought to the floor.

The League of California Cities will continue its advocacy efforts during summer recess. The Cal Cities' legislative team will hold **a briefing next Thursday** ([/detail-pages/event](#)) on major bills that cities should consider advocating for or against when the Legislature returns. The briefing covers a wide range of measures including:

- COVID-19 response and recovery
- Local land use authority and affordable housing
- Homelessness issues and funding opportunities
- Broadband infrastructure deployment and funding
- Disaster response funding and policy
- Cap and trade funding – organic waste diversion
- Public safety, cannabis, and police reform
- Other issues of importance to cities

Additionally, several bills are currently awaiting Gov. Newsom's signature; Cal Cities will continue to submit letters requesting signs or vetoes when appropriate. The Legislature is taking action on **AB/SB 156, the country's largest investment in public broadband infrastructure**. Securing funding for critical

infrastructure, including broadband deployment, is one of Cal Cities' major strategic priorities for 2021 (</home/action-agenda>) .

Policy and Resolutions (/home/advocacy/policy-areas-and-committees)

Curious why Cal Cities supports or opposes certain bills or measures? Advocacy efforts are determined by Annual

Conference Resolutions

(</home/action-agenda/policy-and-resolutions>) or the Existing

Policy and Guiding Principles

(</docs/default-source/default-document-library/existing-policy-and-guiding-principles.pdf>?

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CARPINTERIA LIBRARY BOARD OF TRUSTEES
5775 Carpinteria Avenue
Carpinteria, CA 93013

MEETING AGENDA
MONDAY, AUGUST 9, 2021
5:30 P.M.

1. Call to order and roll call.
2. Confirmation of legal noticing and procedural requirements of meeting.
3. Confirmation of officers for Fiscal Year 2021-22.
4. Public Comment – This is the time for public comments on matters not otherwise on the agenda but within the subject matter of Carpinteria Library Board of Trustees.
5. New Business.
6. Adjournment.

The Carpinteria Library Board of Trustees agenda and associated staff report will be available on Thursday, August 5, 2021 on the City's Website: <https://carpinteria.ca.us/city-hall/agendas-meetings/>. The Carpinteria Library Board of Trustees agenda and staff report are part of the City Council agenda for its regular meeting of August 9, 2021. Please see "TEMPORARY ADJOURNMENT FOR THE PURPOSE OF HOLDING THE MONTHLY MEETING OF THE CARPINTERIA LIBRARY BOARD OF TRUSTEES." Details and procedures on how to provide public comment and participate in the meeting through telephonic means are available on the posted City Council agenda at <https://carpinteria.ca.us/city-hall/agendas-meetings/>.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact Brian Barrett, Acting City Clerk at brianb@ci.carpinteria.ca.us or (805) 755-4446. Notification two business days prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting.