

City of Carpinteria
City Council Regular Meeting Agenda
Monday, December 13, 2021
Council Chamber, 5775 Carpinteria Avenue

4:00 p.m. Closed Session - 5:30 p.m. Regular Meeting
In-Person and Virtual Participation Options

*Amended Agenda

IN RESPONSE TO THE GOVERNOR'S ISSUANCE OF EXECUTIVE ORDER N-07-21, WHICH FORMALLY RESCINDED CALIFORNIA'S STAY-AT-HOME ORDER ISSUED LAST IN MARCH 2020, EXECUTIVE ORDER N-08-21, AND SANTA BARBARA COUNTY HEALTH OFFICER ORDER 2021-10.3, THE CITY OF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 County of Santa Barbara 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.) Please note that, per Health Officer Order 2021-10.3, the County of Santa Barbara requires all individuals to wear face coverings while indoors, regardless of vaccination status.
- 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. Regardless of vaccination status, individuals providing in-person public comment are required to wear face coverings while inside the City Council Chambers, including while providing public comment. If you fall under the exemption criteria for wearing a face covering indoors per Health Officer Order 2021-10.3, the City strongly recommends you provide public comment through one of the alternative means provided below.

- 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

PUBLIC COMMENT ON CLOSED SESSION MATTERS

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR(S)
Government Code Section 54957.6; City Negotiator(s): Laura Hernandez, Human Resources Administrator and Dave Durflinger, City Manager;
Employee Organization: Service Employees International Union (SEIU) Local 620

TEMPORARY ADJOURNMENT TO CLOSED SESSION

CALL TO ORDER

ROLL CALL

CLOSED SESSION REPORT

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

2. Proclamation Commending the Carpinteria High School Boys Water Polo Team for Winning the CIF Championships for the First Time in History.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

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

CITY MANAGER'S REPORT

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

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT

This is a time for public comments on matters not otherwise on the agenda but within the subject matter jurisdiction of the City Council. The Public Comment period is limited to 15 minutes and divided among those persons desiring to speak. No person shall speak longer than three minutes; however, the Mayor may establish shorter periods based on the time available and/or the number of persons waiting to speak. Persons wishing to speak on a specific item will be recognized at the time the agenda item is considered.

Please be aware that items on the consent calendar are considered to be routine and are normally enacted by one unanimous vote of the Council. If you wish to speak on a consent calendar item, or on a matter scheduled for consideration in a closed session at the end of the agenda, please do so during the Presentations by Citizens/Public Comment portion of the meeting.

The City and the City Council are not responsible for the content of statements made during the public comment period, or the factual accuracy of any such statements.

AGENDA MODIFICATIONS: The City Council may modify the regular agenda by tabling items, adding urgency items to the agenda, or changing the order in which items are considered. Changes to the Consent Calendar are considered at the time the Consent Calendar is considered.

CONSENT CALENDAR:

3. Approve the minutes of the regular City Council meeting of November 22, 2021 and the minutes of the special City Council meeting of November 29, 2021.
4. Receive and file the Expenditures for the period beginning November 13, 2021 and ending December 3, 2021.
5. Receive and file the Monthly City Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds.
6. Approve the term extension for an Operating Agreement between the City and California Department of Parks & Recreation concerning use and maintenance of

portions of Carpinteria State Beach generally located adjacent the south end of Linden Avenue.

ADMINISTRATIVE MATTERS:

7. Amendment No. 2 to Agreement with West Coast Arborists, Inc. for a One-Year Term Extension and Increase to Related Costs to Provide Tree Maintenance Services.

Recommendation: Authorize the City Manager to execute Amendment No. 2 to the Agreement with West Coast Arborists, Inc. for a one-year term extension to provide tree maintenance services in an amount not-to-exceed \$144,577 for a total amended agreement amount of \$648,179.

This motion requires a roll call vote.

Staff Presenter: John L. Ilasin, Public Works Director

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

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

Recommendation: Schedule a special City Council meeting for consideration of the Annual Work Plan, to be held from 8:00 a.m. to approximately noon, Saturday, January 22, 2022.

Staff Presenter: Dave Durflinger, City Manager

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

PUBLIC HEARING:

9. City Council District Mapping, Second Pre-Map Hearing: Presentation around the principles of districting, opportunity for pre-map public input on communities of interest and city districts. Presentation from the public of any maps identifying communities, discussion of preferences of neighborhoods, geographic or other features that should be considered in drawing of public plans.

Recommendation: Receive the staff presentation, open the public hearing and receive public comment, close the public hearing and schedule the next meeting.

Staff Presenter: Dave Durflinger, City Manager

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

10. Ordinance No. 750, adding Article V (Specific Regulations for Organics Waste Disposal, Reduction, Recycling, and Solid Waste Collection) to Chapter 8.08 (Integrated Waste Management) of the Carpinteria Municipal Code.

Recommendation: Approve Ordinance No. 750, waive further reading, introduce as read by title only, and continue to January 10, 2022 for second reading and adoption.

Staff Presenter: John L. Ilasin, Public Works Director

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

OTHER BUSINESS:

11. A report to the City Council pursuant to California Elections Code Section 9212 ("9212 Report") analyzing the impacts and effects of a proposed "Initiative Measure to Change and/or Readopt the City of Carpinteria's General Plan Designation and Zoning Designation for Two Parcels of City-Owned Property (APN 004-105-011 and APN 004- 105-026) Located Adjacent to the Railroad Tracks to the West of Linden Avenue and to Amend the Definition of the Open Space/Recreation (OSR) Land Use Category of the General Plan Land Use Element" ("Initiative"). This Initiative was put forth by proponents in response to the Surfliner Inn Project.

Recommendation: Receive and file the 9212 Report analyzing the impacts and effects of the proposed Initiative measure.

Staff Presenter: Dave Durflinger, City Manager

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

12. Acquisition of real property located at 5467 Carpinteria Avenue (APN 001-070-029, 003-280-006 and 003-280-007) totaling 0.61 acres.

Recommendation: Authorize the Mayor to sign the Purchase and Sale Agreement and other necessary documents to complete the acquisition of 5467 Carpinteria Avenue.

Staff Presenter: Matt Roberts, Parks, Recreation and Public Facilities Director

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

13. Presentation of the 2021 Carpinteria Valley Economic Profile.

Recommendation: Receive and file the 2021 Carpinteria Valley Economic Profile report and presentation by Mark Schniepp, Ph.D., Director of the California Economic Forecast Project.

Staff Presenter: Dave Durflinger, City Manager

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

- *14. Joining a national opioid litigation settlement.

Recommendation: Approve joining the national opioid litigation settlement and authorize the City Manager to submit the necessary participation forms.

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.

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)
 - f. Harbor Seal Advisory Committee (Clark & Lee)
4. City Representatives on other Committees
- a. Community Media Access Center (Gary Dobbins)
 - b. Santa Barbara Mosquito and Vector Management District (Joe Franken)
 - c. Santa Barbara Metropolitan Transit District (Chuck McQuary)
 - d. County Library Advisory Committee (Gail Marshall)

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

ADJOURNMENT

The next regular meeting of the City Council will be held January 10, 2022 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, December 8, 2021, in the City Clerk's Office, on the City Hall Public Notices Window, and on the Internet.

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

MEETING AGENDA
MONDAY, DECEMBER 13, 2021
5:30 P.M.

-
1. Call to order and roll call.
 2. Confirmation of legal noticing and procedural requirements of meeting.
 3. 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.
 4. Approval of minutes of regular meeting held November 8, 2021.
 5. Resolution No. 6078, commending and congratulating Library card design contest winner, Iltze Alvarado, and approving use of the winning design for the City's inaugural Library card.

Recommendation: Approve and adopt Resolution No. 6078, commending and congratulating Library card design contest winner, Iltze Alvarado, and approving use of the winning design for the City's inaugural Library card.

6. Adjournment.

The Carpinteria Library Board of Trustees agenda and any associated staff reports will be available on Thursday, December 9, 2021 on the City's Website: <https://carpinteria.ca.us/city-hall/agendas-meetings/>. The Carpinteria Library Board of Trustees agenda and staff reports are part of the City Council agenda for its regular meeting of December 13, 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.

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

MEETING MINUTES
MONDAY, NOVEMBER 8, 2021

1. Call to order and roll call.

President Nomura called the meeting to order at 8:09 pm.

Boardmembers present: Boardmember Natalia Alarcon
Boardmember Gregg A. Carty
Boardmember Roy Lee
Vice President Al Clark
President Wade T. Nomura

Staff members present: Dave Durlinger, Chief Executive Officer
Jena Shoaf Acos, on behalf of Brownstein Hyatt
Farber Schreck, LLP acting as City Attorney of the City of
Carpinteria
Brian C. Barrett, Acting Secretary

2. Confirmation of legal noticing and procedural requirements of meeting.

Acting City Clerk Barrett acknowledged that all legal noticing and procedural requirements have been met.

3. Public Comment

There was no public comment.

4. Approval of minutes of regular meeting held October 11, 2021.

Motion by Boardmember Lee, seconded by Vice President Clark, to approve the minutes of the regular meeting held October 11, 2021. The voice vote was as follows:

AYES: Boardmember Alarcon, Boardmember Carty, Boardmember Lee, Vice
President Clark, and President Nomura
NOES: None
ABSENT: None
ABSTAIN: None

The motion carried unanimously.

5. Update on State Library Board Meeting & Facilities Coordination with County of Santa Barbara

Recommendation: Receive oral update.

Chief Executive Officer Durflinger reported that the State Library Board approved the City of Carpinteria's Municipal Library affiliation with the Black Gold Joint Powers Authority as a prerequisite to running a municipal library. He said the City is still negotiating an agreement with the County of Santa Barbara to operate the library as part of the County's system and that the County recently approved a master agreement with all the zone libraries. He related that the County intends to bring a matter forward in Spring 2022 to the Board of Supervisors to amend the master agreement to include Carpinteria and the corresponding per-capita revenue. He also mentioned that the City is in discussion with County Facilities regarding an amendment to the City's 99-year lease of the Veterans Hall. He said the amendment would add the library space for the City. He stated that the library card graphic contest winner would be announced soon and that the City would be conducting second interviews this week for the City Librarian position.

Boardmember Carty inquired about having a senior/youth center at the library. Chief Executive Officer Durflinger noted that the modern library serves multiple purposes and there is an opportunity for the library to reflect community needs.

Boardmember Alarcon asked if the Council would be appointing individuals to Committees. City Manager Durflinger responded that the Council appoints individuals to City Boards/Committees every two years after the election. He said the Library Board of Trustees will consider appointments to the Carpinteria Library Advisory Commission soon.

There was no public comment.

Motion by Boardmember Lee, seconded by Boardmember Alarcon, to receive and file. The voice vote was as follows:

AYES: Boardmember Alarcon, Boardmember Carty, Boardmember Lee, Vice President Clark, and President Nomura

NOES: None

ABSENT: None

ABSTAIN: None

The motion carried unanimously.

6. Adjournment.

President Nomura adjourned the meeting at 8:19 p.m.



City of Carpinteria

LIBRARY BOARD OF TRUSTEES AGENDA STAFF REPORT December 13, 2021

ITEM FOR COUNCIL CONSIDERATION

Resolution No. 6078, commending and congratulating Library card design contest winner, Iltze Alvarado, and approving use of the winning design for the City's inaugural Library card.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Approve and adopt Resolution No. 6078, commending and congratulating Library card design contest winner, Iltze Alvarado, and approving use of the winning design for the City's inaugural Library card.

Sample Motion: I move to approve and adopt Resolution No. 6078, commending and congratulating Library card design contest winner, Iltze Alvarado, and approving use of the winning design for the City's inaugural Library card.

BACKGROUND

The City of Carpinteria Ordinance No. 747 passed, approved and adopted on June 14th 2021, Amended Title 2 of the Carpinteria municipal code by modifying chapter 2.20, City Departments, adding a new library division to the Parks, Recreation & Public Facilities Department, and adding Chapter 2.38 Municipal Library.

DISCUSSION

In preparation for the process of transitioning to City management and operation of the library by July 1, 2022, a library card design contest was held for students of the Carpinteria Valley grades 6-12. While many designs were submitted and ten finalists were chosen, it was ultimately Iltze Alvarado's colorful design that captured the hearts and votes of Carpinterians. It is therefore her design that is awarded this commendation and recognition as the designer of the first ever City of Carpinteria Municipal Library card. This achievement marks a historical record in this process.

POLICY CONSISTENCY

The work discussed in this report is conducted consistent with the City's annual work plan and actions of the City Council concerning the establishment of a municipal library.

FINANCIAL CONSIDERATIONS

The subject library transition work cost has been anticipated and is included in the adopted FY 2021-22 budget. The estimated cost for producing 6000 library cards is \$12,000.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

As determined necessary and appropriate, staff consults with the City Attorney's Office and risk managers of its insurance entity, the California Joint Powers Insurance Authority, in order to ensure compliance with legal requirements and best practices.

OPTIONS

1. Approve and adopt Resolution No. 6078 (staff recommendation)
2. Direct staff with regard to any amendments to the draft resolution (if the changes directed are substantive the matter should be continued to a subsequent Library Board of Trustees meeting for consideration)
3. Decline to adopt the resolution and direct staff as determined appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

Library Card Design contest winner Ilze Alvarado, representatives of the Friends of the Library and other interested community members.

ATTACHMENTS

A – Resolution No.6078

B – Picture of Ilze Alvarado with the winning library card design.

Staff contact: Olivia Uribe Mutal, Program Manager
805-755-4450, OliviaU@ci.carpinteria.ca.us

Signature

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

Signature

ATTACHMENT A

RESOLUTION NO. 6078

**A RESOLUTION OF THE CITY OF CARPINTERIA LIBRARY BOARD
OF TRUSTEES
COMMENDING AND CONGRATULATING
ILTZE ALVARADO AND APPROVING THE WINNING DESIGN FOR
USE ON THE CARPINTERIA MUNICIPAL LIBRARY CARD.**

WHEREAS, Ordinance 747 was adopted on June 14th 2021 amending Title 2 of the Carpinteria municipal code by modifying chapter 2.20, City Departments, adding a new library division to the Parks, Recreation & Public Facilities Department, and adding Chapter 2.38 Municipal Library; and

WHEREAS, The City of Carpinteria Municipal Library will begin operations in July 1, 2021; and

WHEREAS, The City in partnership with the Friends of the Carpinteria Library and The Lynda Fairly Carpinteria Arts Center held a library card design contest for students in the Carpinteria Valley grades 6-12 to submit a design; and

WHEREAS, Ten semifinalist designs were selected from the many submittals and their art posted in the Arts Center front windows during the month of October 2021, allowing local residents to vote their choice for best design; and

WHEREAS, Iltze Alvarado's design of a flower and monarch butterfly captured the heart of Carpinterians and was picked to be on the City's first ever municipal library card; and

WHEREAS, The City of Carpinteria Library Board of Trustees has authority to approve the design for use on the City's library card.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct.

SECTION 2. The Library Board of Trustees hereby commends and congratulates Iltze Alvarado as the contest winner and designer of the official City of Carpinteria Municipal Library card.

SECTION 3. The Library Board of Trustees hereby approves Iltze Alvarado's winning design for use on the official City of Carpinteria Library Card.

PASSED, APPROVED AND ADOPTED on the 13th day of December, 2021, by the following vote:

AYES: BOARDMEMBER(S):

NOES: BOARDMEMBER(S):

ABSENT: BOARDMEMBER(S):

ABSTAIN: BOARDMEMBER(S):

President, Board of Trustees

ATTEST:

Acting Secretary, Board of Trustees

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City of Carpinteria Library Board of Trustees held on December 13, 2021.

Acting Secretary, Board of Trustees

APPROVED AS TO FORM:

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

ATTACHMENT B

Itze Alvarado -Winning City of Carpinteria Municipal Library Card Design





**A PROCLAMATION COMMENDING THE
CARPINTERIA HIGH SCHOOL BOYS
WATER POLO TEAM FOR WINNING THE
CIF CHAMPIONSHIPS FOR THE FIRST
TIME IN HISTORY**

WHEREAS, The City of Carpinteria commends and congratulates the Carpinteria High School Warriors Boys Varsity Water Polo Team for winning the 2021 Citrus Coast League Championship, the CIF Southern Section Division V Championship, and the CIF State Regional Division III Runner Up.

WHEREAS, The 2021 Citrus Coast League Champion Warriors entered the CIF Southern Section Division V playoffs and advanced by winning the round 2 match against Ramona at the Carpinteria Community Pool, the semifinal match vs. Downey at Santa Barbara High School, and the championship final match vs. Burbank at the Woollett Aquatics Center in Irvine. This is the first CIFSS Boys Water Polo Championship in School history.

WHEREAS, The Warriors were invited to continue in the CIF State Regional Division III tournament and earned two more victories against Eagle Rock and San Dieguito Academy and ultimately earned the first CIF State Regional Runner Up trophy in CHS history. All games were played in the Carpinteria Community Pool.

WHEREAS, The City of Carpinteria recognizes the Carpinteria High School Warriors Boys Varsity Water Polo Team and coaches for having demonstrated athletic skill, determination, and sportsmanship, and in the pursuit of their championship season, having conducted themselves in a manner that reflects positively on the entire student body and faculty of the High School as well as the community of Carpinteria.

NOW, THEREFORE, I, Wade T. Nomura, Mayor, on behalf of the City of Carpinteria, do hereby proclaim and commend the Carpinteria High School Boys Water Polo Team for winning the CIF Championships for the first time in history, in the City of Carpinteria.

IN WITNESS THEREOF, I have hereunto set my hand and caused the official seal of the City of Carpinteria, California, to be affixed this 13th day of December 2021.

Wade T. Nomura, Mayor
City of Carpinteria

ATTEST:

Brian C. Barrett, Acting City Clerk
City of Carpinteria



**City of Carpinteria
City Council Minutes
Regular Meeting
Monday, November 22, 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 5:30 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
Brian C. Barrett, Acting City Clerk
Steve Goggia, Community Development Director
John L. Ilasin, Public Works Director

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS: None

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 reported on the following:

- City Hall will be closed on Thursday and Friday, November 25th and 26th in observance of the Thanksgiving holiday.
- There will be a special City Council meeting on Monday, November 29th at 5:30 pm in the Council Chambers on the Surfliner Inn Project.
- There is curb, gutter and sidewalk work on some streets in preparation of the 2021 Pavement Rehabilitation Project. Pavement work is scheduled to occur in December on the whole length of Fourth Street, Third Street from Linden Avenue to Ash Avenue, the entire length of Calle Ocho, Elm Avenue between Sawyer Avenue and Carpinteria Avenue, Eighth Street between Palm Avenue and Walnut Avenue, and Holly Avenue between Seventh Street and Fifth Street. Expect delays and detours in those areas of the pavement project.

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT

Speakers in-person: Amrita Salm

AGENDA MODIFICATIONS: None

CONSENT CALENDAR:

Motion by Councilmember Lee, seconded by Councilmember Alarcon, to approve the Consent Calendar Item Nos. 1 through 3. 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.

1. Approve the minutes of the regular City Council meeting of November 8, 2021.
2. Receive and file the Expenditures for the period beginning October 30, 2021 and ending November 12, 2021.
3. Receive and file the Contracts executed by the City Manager on behalf of the City for the period of October 13, 2021, through November 15, 2021.

ADMINISTRATIVE MATTERS: NONE

PUBLIC HEARING:

4. Annual Report of the City's Development Impact Fee Program and Updating the Capital Improvement Plan.

Recommendation: Adopt Resolution No. 6077: Updating the City's Capital Improvement Plan and Approving and Accepting the Annual Report on the City's Development Impact Fee Program.

Staff Presenter: Brian C. Barrett, Acting City Clerk

Mayor Nomura opened the public hearing at 5:53 pm and there being no public comment closed the public hearing at 5:56 pm.

Motion by Councilmember Alarcon, seconded by Vice Mayor Clark, to adopt Resolution No. 6077, 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:

5. Consideration of amendments to the City of Carpinteria's short-term rental program as set out in Carpinteria Municipal Code, Chapter 14.47, Vacation Rental Overlay District and CMC Chapter 14.52, Home Stays.

Recommendation: That the City Council confirm the scope of updates to be developed for the City's STR program.

Staff Presenter: Steve Goggia, Community Development Director and Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria

Speakers in-person: Fred Shaw, Jane Benefield, Rafael Hernandez, Scout Vernon, Thom Vernon, and Susan Allen

Speakers via Zoom: Mike Wondolowski and Lucia Trujillo

Emails distributed: Thom Vernon

Vice Mayor Clark made a motion to receive and file the report, leave the Ordinance intact, and review the administrative matters to determine any problems.

Vice Mayor Clark clarified his motion to leave the Ordinance as is and not modify the districts or term of amortization and look at the problems with administering the STR program.

Vice Mayor Clark amended his motion to not amend the Short Term Rental Ordinance at this time and ask staff to follow-up on the administrative matters identified in the staff report to see how those may be resolved and bring them back at a future meeting.

Councilmember Lee seconded the amended motion.

City Manager Durflinger clarified the motion as not initiating any changes related to the Vacation Rental Overlay District (VROD) boundary nor the amortization period, but moving forward with the list of administrative matters including 31+ Day Rentals, Homestay Primary Residences, Additional Requirements on Rental Companies, and Increase Penalties. Vice Mayor Clark concurred.

The roll call vote was as follows:

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

The motion carried.

Mayor Nomura announced Item No. 6 and recessed to a break at 7:12 pm and reconvened the meeting at 7:17 pm.

6. Acceptance of the Downtown Carpinteria Parking Study.

Recommendation: Accept the Downtown Carpinteria Parking Study.

Staff Presenter: John L. Ilasin, Public Works Director and Steffen Turoff with Walker Consultants

Speakers in-person: David Allen and Richard Mancilla

Emails distributed: David Allen

Motion by Councilmember Lee, seconded by Councilmember Alarcon, to accept the Downtown Carpinteria Parking Study.

Mayor Nomura requested staff return with future options/plans to address the Council's concerns that were discussed such as business parking permits, plan for future needs (i.e. accessory dwelling units), promote alternative transportation, and explore a shuttle.

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.

7. Approval and adoption of Urgency Ordinance No. 749, amending Ordinance No. 744 and superseding Ordinance No. 746, extending the Temporary COVID-19 Outdoor Business Permit Program to June 30, 2022.

Recommendation: Approve and adopt urgency Ordinance No. 749, extending the Temporary COVID-19 Outdoor Business Permit in order to allow businesses to operate in the City right-of-way and privately-owned outdoor spaces for supporting social distancing and economic recovery during the COVID-19 pandemic.

Staff Presenter: John L. Ilasin, Public Works Director

Speakers in-person: Cliff Gordon, Paul Wright, Richard Mancilla, and Fred Shaw

Motion by Councilmember Lee, seconded by Vice Mayor Clark, to approve and adopt urgency Ordinance No. 749, 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.

8. Consideration of initiating the ordinance process concerning Downtown "T" Parklet regulations.

Recommendation: Initiate the ordinance process concerning Downtown “T” Parklet regulations.

Staff Presenter: John L. Ilasin, Public Works Director and Tom Mericle with TKM Engineering

Councilmember Carty expressed concern that there is no secure barrier between moving vehicles and the parklet.

Vice Mayor Clark expressed concern with the privatization of public space and addressed that the parklet aesthetics need to be designed consistent with how the Council wants Linden Avenue to look.

Mayor Nomura recommended expanding parklets to outside the Downtown “T” and have staff seek out the opinions of the retail storefronts on parklets. He expressed caution with taking away too many parking spaces, having a consistent design of the parklets, and noted his concern with having a bike path between the sidewalk and the parklet.

Vice Mayor Clark recommended putting a stop sign at Linden Avenue and Eighth Street to calm traffic.

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Carty, to direct staff to initiate the drafting of an ordinance concerning a permanent Downtown “T” Parklet program, as discussed.

City Manager Durflinger sought clarification that the motion was to direct staff to look outside the Downtown “T” and establish a program footprint that mirrors the urgency Ordinance. Councilmember Lee and Councilmember Carty concurred.

Vice Mayor Clark suggested incorporating street trees and vegetation to unify the parklets, if possible.

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: NONE

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Lee congratulated the high school water polo team and supported staff bringing a proclamation recognizing the water polo team at a future Council meeting. Councilmember Carty supported the proclamation and Mayor Nomura directed staff to prepare the proclamation.

Councilmember Carty requested that the City construct the coastal trail on the property at the beach side of the railroad tracks as soon as possible, if feasible. The Council concurred. City Manager Durflinger said the coastal trail could be included in the 2020 Workplan meeting in January. Mayor Nomura suggested fitting this item onto one of the Council meetings before the January Workplan meeting.

Councilmember Alarcon requested staff report at a future Council meeting on the 2020 census data for the City and see if there are any trends and compare to past data.

Mayor Nomura informed Lieutenant Arnoldi with the Santa Barbara Sheriff's Department of recent break-ins at Jersey Mike's stores in Ventura County.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the special City Council meeting of November 29th.

ADJOURNMENT

Mayor Nomura adjourned the meeting at 9:12 p.m.

Wade T. Nomura, Mayor

ATTEST:

Brian C. Barrett, Acting City Clerk

**City of Carpinteria
City Council Minutes
Special Meeting
Council Chamber
Monday, November 29, 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 5:30 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 Carlson, on behalf of Brownstein Hyatt Farber
Schreck, LLP acting as City Attorney of the City
of Carpinteria
Brian C. Barrett, Acting City Clerk
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:

Acceptance of the revised Project Plans for the Surfliner Inn Project, located generally southwest of the intersection of Linden Avenue and Fifth Street, and Authorization for the City Manager to sign the Surfliner Inn Project Application.

Recommendation: Receive a presentation from 499 Linden Managers, LLC (Developers) concerning Project Plan revisions and either (1) accept the revised Surfliner Inn Project Plans (Project Plans) for use in the project's DP/CDP application or (2) decline to accept the Project Plans and provide the Developer direction concerning further revisions to the Project Plans.

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 Carlson, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria

Applicant: Whitt Hollis and Jeff Theimer, representing The Theimer Group, LLC and Clay Aurell, representing AB Design Studio

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

Emails distributed: Cindy Lynn, Lorenz Schaller, Esther Jaimes, Betty Songer, Alison Hansen, Marla Daily, Michael Sipiora, Gayle Ward, Debbie Murphy, Robin Karlsson, Amy Orozco, Alan and Carol Koch, and Alison Johnson

In-Person Speakers: Kim Seefeld, Carla Stein, Elizabeth Patsch, Marla Daily, Lorraine McIntire, Teda Pilcher, Amrita Salm, Robin Karlsson, David Rosso, Susan Allen, Mike Moduno, and Kathleen Reddington

Speakers via Zoom: Julia Mayer, Amy Orozco, Fred Shaw, and Alison Johnson

Motion by Councilmember Lee, seconded by Councilmember Carty, to accept the revised Surfliner Inn Project Plans (Project Plans) for use in the Surfliner Inn Project's DP/CDP application and authorize the City Manager to sign the development application on behalf of the City as property owner for submittal to the City's Community Development Department for City Development Review. The roll call vote was as follows:

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

The motion carried.

Mayor Nomura reiterated the Council's consensus to reduce the size and scale of the project.

Mayor Nomura adjourned the meeting at 7:05 p.m.

Wade T. Nomura, Mayor

ATTEST:

Brian C. Barrett, Acting City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT December 13, 2021

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning November 13, 2021 and ending December 3, 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 November 13, 2021 and ending December 3, 2021.

Staff contact: Alexiss Martinez, Accounting Tech.
(805) 755-4422, AlexissM@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: 11/13/2021 - 12/03/2021

Payable #	Vendor Name	Post Date	Payment Date	Payment Type	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
JAYNE DIAZ			12/02/2021	EFT	579.56	677
INVO003099	Invoice	12/01/2021	MEDICAL REIMBURSEMENT			
LARRY DRIGGERS			12/02/2021	EFT	579.56	678
INVO003100	Invoice	12/01/2021	MEDICAL REIMBURSEMENT			
MARY ANN COLSON			12/02/2021	EFT	579.56	679
INVO003098	Invoice	12/01/2021	MEDICAL REIMBURSEMENT			
ADELE GOGGIA			11/18/2021	Regular	1,200.00	100311
INVO003051	Invoice	11/18/2021	Pay Period #23			
SEIU LOCAL 620			11/18/2021	Regular	222.03	100318
INVO003061	Invoice	11/18/2021	Employee Union Dues Contribution			
UNITED WAY OF SANTA BARBARA COUNTY			11/18/2021	Regular	24.00	100319
INVO003062	Invoice	11/18/2021	Employee United Way Contribution			
VANTAGEPOINT TRANSFER AGENTS - 457			11/18/2021	Regular	4,939.41	100320
INVO003052	Invoice	11/18/2021	ICMA Employee Contributions			
INVO003053	Invoice	11/18/2021	ICMA Employee Contributions			
INVO003054	Invoice	11/18/2021	Deferred Compensation Contribution			
ALL LANGUAGES INTERPRETING & TRANSLATING INC.			11/18/2021	Regular	700.00	100321
28101	Invoice	11/18/2021	2 SPANISH INTERPRETERS FOR COUNCIL MEETING 10/25			
ALLIANT INSURANCE SERVICES			11/18/2021	Regular	230.00	100322
INVO003067	Invoice	11/18/2021	SPECIAL EVENT INSURANCE FOR RODS & ROSES EVENT			
AMERICAN SOCIETY OF CIVIL ENGINEERS			11/18/2021	Regular	1,004.00	100323
1059	Invoice	11/18/2021	MEMBERSHIPS FOR RH, BB, JD, JI			
ANN MEYER			11/18/2021	Regular	118.81	100324
INVO003072	Invoice	11/18/2021	SERVICE AWARD FOR 2019			
ASBURY ENVIRONMENTAL SVCS			11/18/2021	Regular	55.00	100325
1500-00767549	Invoice	11/18/2021	DISPOSAL OF USED METAL OIL & GAS FILTERS 10/25/21			
CARPINTERIA VALLEY LUMBER CO			11/18/2021	Regular	861.50	100326
460907	Invoice	11/18/2021	TRASH CAN FOR LINDEN TRAIL			
461387	Invoice	11/18/2021	RAT BAIT STATION, SCREWS, BULBS, BRACE, PIPES, MIS			
461416	Invoice	11/18/2021	CONCRETE MIX FOR SIDEWALK			
461514	Invoice	11/18/2021	PLUMNER PUTTY, SJ WASH, RUBBER WASHER, MISC POOL			
461812	Invoice	11/18/2021	WELD TUBES			
462032	Invoice	11/18/2021	SUPPLIES FOR POOL			
462206	Invoice	11/18/2021	VALVES, CAPS			
462375	Invoice	11/18/2021	NEW SCREEN			
462393	Invoice	11/18/2021	SIGN REPLACEMENT MATERIAL, GLOVES FOR AV			
462501	Invoice	11/18/2021	MISC HARDWARE			
462607	Invoice	11/18/2021	SPRAY RUST			
462665	Invoice	11/18/2021	COPPER ADAPTOR, MAP PRO CYLINDER			
462679	Invoice	11/18/2021	CHAIN LINK TO CLOSE OFF ROW			
463177	Invoice	11/18/2021	MISC PLUMBING, MISC HARDWARE			
463248	Invoice	11/18/2021	MISC HARDWARE FOR POOL			
463309	Invoice	11/18/2021	COVER-FLAT BLNK OCT4", PLATE-PHONE, NYLON OUTLET			
K61157	Invoice	11/18/2021	WOOD FOR CITY HALL			
K61180	Invoice	11/18/2021	GLOVES			
Void			11/18/2021	Regular	-	100327
CARPINTERIA VALLEY WATER DISTRICT			11/18/2021	Regular	21,975.63	100328
CARP CITY OCT21 SERVICE	Invoice	11/18/2021	WATER SERVICE AT MULTIPLE LOCATIONS			
CITY OF SANTA BARBARA, CD-RHMP			11/18/2021	Regular	4,088.50	100329
INVO003070	Invoice	11/18/2021	1ST QUARTER FY21-22 RENTAL HOUSING MEDIATION			
COASTAL VIEW NEWS			11/18/2021	Regular	1,038.00	100330
57625	Invoice	11/18/2021	REDISTRICTING AD DISPLAY ADVERTISING 10/25/21			
57644	Invoice	11/18/2021	REDISTRICTING AD ADVERTISING 11/04/21			

<u>57654</u>	Invoice	11/18/2021	SEAL ADVISORY COMMITTEE ADVERTISING 11/4/21		
<u>NOV21 001 3011 022093901</u>	COX BUSINESS Invoice	11/18/2021	11/18/2021 Regular NOV21-CITY HALL TV & INTERNET SERVICES	463.07	100331
<u>INV0003077</u>	DALE REDFIELD Invoice	11/18/2021	11/18/2021 Regular LIBRARY CONSULTANT SERVICES-10/19/21-10/27/21	231.00	100332
<u>2037620</u>	DEWBERRY ENGINEERS INC. Invoice	11/18/2021	11/18/2021 Regular OCT21 PROJECT SERVICES FOR CARP AVE BRIDGE PROJECT	3,999.93	100333
<u>03306</u>	ENCOMPASS CONSULTANT GROUP, INC Invoice	11/18/2021	11/18/2021 Regular OCT21 ENGINEERING SERV. FOR 2021 CARP PAVE REHAB	2,078.75	100334
<u>2978</u>	EVERYWHERE RIGHT NOW Invoice	11/18/2021	11/18/2021 Regular OCT21 WEBSITE DEVELOPMENT FOR CITY WEBSITE	1,040.00	100335
<u>449266</u>	GEOSYNTEC CONSULTANTS Invoice	11/18/2021	11/18/2021 Regular CARP VIA REAL DESIGN SERVICES THROUGH 09/30/21	22,110.77	100336
<u>380-0004537</u>	GHD INC. Invoice	11/18/2021	11/18/2021 Regular OCT21 LOCAL ROAD SAFETY PLAN	9,872.00	100337
<u>9747074526</u>	GRACENOTE Invoice	11/18/2021	11/18/2021 Regular NOV21 LISTING DISTRIBUTION SERVICES	71.31	100338
<u>9084459222</u>	GRAINGER Invoice	11/18/2021	11/18/2021 Regular SCREWDRIVER, CHAINSAW FILE, CABLES, FOOT SWITCH	322.31	100339
<u>256350</u>	HOUSE SANITARY SUPPLY Invoice	11/18/2021	11/18/2021 Regular BATH TISSUE FOR PUBLIC RESTROOMS	206.78	100340
<u>76399</u>	IMPULSE ADVANCE COMMUNICATIONS Invoice	11/18/2021	11/18/2021 Regular NOVEMBER 2021 PHONE SERVICES STATEMENT	1,600.73	100341
<u>9283798</u>	KIMBALL MIDWEST Invoice	11/18/2021	11/18/2021 Regular LUBRICANT FOR MACHINERY	351.86	100342
<u>9308809423</u>	LAWSON PRODUCTS INC Invoice	11/18/2021	11/18/2021 Regular HEX SCREWS, WIPER BLADES	88.29	100343
<u>00308-01-036687</u> <u>00308-01-037016</u>	LESLIE'S POOL SUPPLIES INC Invoice Invoice	11/18/2021 11/18/2021	11/18/2021 Regular CHEMICALS FOR POOL CHEMICALS FOR POOL & POOL CLEANING POLE	592.06	100344
<u>INV0003076</u>	MANUEL GONZALEZ Invoice	11/18/2021	11/18/2021 Regular NEW EARPHONES FOR WORK PHONE	129.29	100345
<u>515818729</u> <u>515863235</u>	MISSION UNIFORM SERVICE Invoice Invoice	11/18/2021 11/18/2021	11/18/2021 Regular MAT & TOWEL REPLACEMENT, UNIFORM CLEANING-11/1/21 MAT & TOWEL REPLACEMENT, UNIFORM CLEANING-11/8/21	184.42	100346
<u>00764402</u>	MOFFATT & NICHOL Invoice	11/18/2021	11/18/2021 Regular SEP21 PROJECT MANAGEMENT FOR DUNE & SHORELINE PROJ	8,789.07	100347
<u>173251</u>	NATIONAL LEAGUE OF CITIES Invoice	11/18/2021	11/18/2021 Regular CONSULTATION AND VIRTUAL TRAINING-REAL 101	21,027.00	100348
<u>056.014-01</u>	OAKRIDGE GEOSCIENCE INC Invoice	11/18/2021	11/18/2021 Regular SEP & OCT21 GEOTECHNICAL REVIEW SERVICES 4716 7TH	1,390.00	100349
<u>214332</u>	OPTONY INC. Invoice	11/18/2021	11/18/2021 Regular OCT21 PROJECT SERV. FOR CITY HALL SOLAR ENERGY	4,768.00	100350
<u>INV0003075</u>	PHILIP GREENE Invoice	11/18/2021	11/18/2021 Regular REFUND DEPOSIT/PROJECT BALANCE	527.84	100351
<u>1767</u> <u>5081</u> <u>5265</u> <u>6550</u> <u>7326</u> <u>8844</u> <u>9419</u>	RISDON'S 76 SERVICE Invoice Invoice Invoice Invoice Invoice Invoice Invoice	11/18/2021 11/18/2021 11/18/2021 11/18/2021 11/18/2021 11/18/2021 11/18/2021	11/18/2021 Regular CAR WASH FOR CODE COMPLIANCE VEHICLE-HM 10/14/2021 CAR WASH FOR CODE COMPLIANCE VEHICLE-HM 10/23/2021 CAR WASH FOR CODE COMPLIANCE VEHICLE-HM 10/24/2021 CAR WASH FOR CODE COMPLIANCE VEHICLE-HM 10/28/2021 CAR WASH FOR CODE COMPLIANCE VEHICLE-HM 10/01/21 CAR WASH FOR CODE COMPLIANCE VEHICLE FORD FUSION CAR WASH FOR CODE COMPLIANCE VEHICLE-HM 10/07/2021	165.00	100352
<u>1474</u>	ROY HARTHORN Invoice	11/18/2021	11/18/2021 Regular OCT21 PLAN CHECK SERVICES	7,170.92	100353
<u>2277-01-0921</u>	RRM DESIGN GROUP Invoice	11/18/2021	11/18/2021 Regular SEP21 DOWNTOWN DESIGN OVERLAY PROGRAM SERVICES	4,908.75	100354

<u>OP-72157-21</u>	S&S SEEDS Invoice	11/18/2021	11/18/2021 Regular SEEDS FOR NEW PLANTS & FLOWERS AT THE BLUFFS	120.99	100355
<u>138361</u>	SANTA BARBARA PEST CONTROL Invoice	11/18/2021	11/18/2021 Regular OCT21 PEST CONTROL AT CITY HALL	200.00	100356
<u>138506</u>	Invoice	11/18/2021	OCT21 PEST CONTROL AT VETS HALL		
<u>91621</u>	SB TREE CARE INC Invoice	11/18/2021	11/18/2021 Regular TREE MAINTENANCE AT SKATE PARK	18,935.00	100357
<u>38828848</u>	SHOWSCAPES Invoice	11/18/2021	11/18/2021 Regular IRRIGATION REPAIRS AT HEATH RANCH PARK-10/15/21	1,438.00	100358
<u>38828849</u>	Invoice	11/18/2021	IRRIGATION REPAIRS FOR FRANKLIN PARK-10/15/21		
<u>38828851</u>	Invoice	11/18/2021	IRRIGATION REPAIRS FOR VIOLA PARK-10/7/21		
<u>38828859</u>	Invoice	11/18/2021	IRRIGATION REPAIRS FOR FRANKLIN PARK-10/19/21		
<u>INV0003071</u>	SOUTHERN CALIFORNIA SWIMMING Invoice	11/18/2021	11/18/2021 Regular SWIM CLUB RENEWAL FY22	150.00	100359
<u>3490177695</u>	STAPLES ADVANTAGE Invoice	11/18/2021	11/18/2021 Regular TONER, LASER LABELS, PILOT PENS, FILE JACKETS	564.91	100360
<u>03019485</u>	STATEWIDE SAFETY & SIGNS INC Invoice	11/18/2021	11/18/2021 Regular SEP21 COVID-19 CHANGEABLE MESSAGE SIGN RENTAL	5,395.15	100361
<u>03019632</u>	Invoice	11/18/2021	ALUMINUM HIP FOR SIGN		
<u>03019638</u>	Invoice	11/18/2021	OCT21 COVID-19 CHANGEABLE MESSAGE SIGN RENTAL		
<u>51928</u>	SUN COAST RENTALS Invoice	11/18/2021	11/18/2021 Regular 4X4 BACKHOE RENTAL 10/11/2021	757.00	100362
<u>103772</u>	THE ADDRESSERS Invoice	11/18/2021	11/18/2021 Regular MAILING OF DISTRICT ELECTION FLYERS	4,132.05	100363
<u>INV0003073</u>	TIM GRAY Invoice	11/18/2021	11/18/2021 Regular RAPID COVID-19 TESTING	385.66	100364
<u>39097</u>	TRAFFIC TECHNOLOGIES LLC Invoice	11/18/2021	11/18/2021 Regular ENGINEER GRADE STREET SIGNS	2,763.09	100365
<u>39206</u>	Invoice	11/18/2021	STOP SIGNS, GLUE DOWN WITH BASE		
<u>147802</u>	TRI-CO REPROGRAPHICS Invoice	11/18/2021	11/18/2021 Regular COLOR SCANNING, SMALL FORMAT, DEBIND, PDF EXTRACT	309.82	100366
<u>148028</u>	Invoice	11/18/2021	COLOR SCANNING , FILE RENAME		
<u>148029</u>	Invoice	11/18/2021	COLOR SCANNING , SMALL FORMAT, PDF EXT, FILE RENAM		
<u>148030</u>	Invoice	11/18/2021	COLOR SCANNING , SMALL FORMAT, PDF EXT, FILE RENAM		
<u>148132</u>	Invoice	11/18/2021	COLOR SCANNING, SMALL FORMAT, DEBIND, PDF EXTRACT		
<u>148577</u>	Invoice	11/18/2021	COLOR SCANNING, DE/-RE-BIND, PDF EXTRACT, FILING		
<u>148579</u>	Invoice	11/18/2021	COLOR SCANNING, DE/-RE-BIND, PDF EXTRACT, FILING		
<u>149205</u>	Invoice	11/18/2021	COLOR SCANNING , SMALL FORMAT, PDF EXT, FILE RENAM		
<u>41444</u>	VILLAGE POOL SUPPLY Invoice	11/18/2021	11/18/2021 Regular GALLON OF ACID	1,045.68	100367
<u>41460</u>	Invoice	11/18/2021	GALLON OF ACID		
<u>41489</u>	Invoice	11/18/2021	GALLON OF ACID, GALLON OF CHLORINE		
<u>41573</u>	Invoice	11/18/2021	GALLON OF CHLORINE		
<u>41598</u>	Invoice	11/18/2021	SEAL, GALLON OF ACID		
<u>2341663</u>	VITAL RECORDS CONTROL Invoice	11/18/2021	11/18/2021 Regular OCT21 CONTRACTED SHREDDING SERVICES	44.95	100368
<u>10/04/2021</u>	VJS BIOLOGICAL CONSULTING Invoice	11/18/2021	11/18/2021 Regular AUG21 & SEP21 BIOLOGICAL SERVICES	390.00	100369
<u>80389361</u>	WAXIE SANITARY SUPPLY Invoice	11/18/2021	11/18/2021 Regular BATHROOM SUPPLIES FOR PUBLIC RESTROOMS	1,036.48	100370
<u>80411413</u>	Invoice	11/18/2021	BATH TISSUE FOR CITY HALL RESTROOMS		
<u>558582877</u>	WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTION Invoice	11/18/2021	11/18/2021 Regular DUNE & SHORELINE PROJECT SERVICES THROUGH 10/29/21	1,769.70	100371
<u>INV0003078</u>	ABRIL JIMENEZ Invoice	11/24/2021	11/24/2021 Regular VETERANS HALL RESERVATION & DEPOSIT REFUND	300.00	100372
<u>0043731</u>	ACCESS CONTROL SECURITY, INC. Invoice	11/24/2021	11/24/2021 Regular SECURITY AT VETS HALL EVENT 10/30/21	240.00	100373
<u>298474</u>	ANIMAL MEDICAL CLINIC Invoice	11/24/2021	11/24/2021 Regular SEP21 CONTRACTED VET SERVICES	3,120.00	100374
<u>299859</u>	Invoice	11/24/2021	OCT21 EMERGENCY OUT OF CONTRACT VET SERVICES		

<u>300558</u>	Invoice	11/24/2021	OCT21 DOG LICENSING ISSUANCE		
<u>300561</u>	Invoice	11/24/2021	OCT21 CONTRACTED VET SERVICES		
<u>287303896883X11102021</u>	AT&T MOBILITY Invoice	11/24/2021	11/24/2021 Regular CITY HALL MONTHLY PHONE BILL-OCTOBER 2021	366.93	100375
<u>21-779</u>	BARTEL ASSOCIATES, LLC Invoice	11/24/2021	11/24/2021 Regular ACTUARIAL SERVICES FOR GASBS 68 REPORT	3,246.00	100376
<u>4651</u>	BENGAL ENGINEERING Invoice	11/24/2021	11/24/2021 Regular DESIGN SERVICES FOR RINCON TRAIL THROUGH 10/31/21	36,365.30	100377
<u>589458</u>	BIG GREEN CLEANING COMPANY Invoice	11/24/2021	11/24/2021 Regular NOV21 CONTRACTED CLEANING SERVICE-5103 CARP AVE	2,058.00	100378
<u>589459</u>	Invoice	11/24/2021	NOV21 CONTRACTED CLEANING SERVICE-CITY & VETS HALL		
<u>867321</u>	BROWNSTEIN HYATT FARBER SCHRECK Invoice	11/24/2021	11/24/2021 Regular PROFESSIONAL LEGAL SERVICES THROUGH 10/31/2021	50,136.50	100379
<u>78321</u>	CANNON Invoice	11/24/2021	11/24/2021 Regular OCT21 PLAN CHECKS FOR FAITH LUTHERAN CHURCH	2,141.00	100380
<u>78322</u>	Invoice	11/24/2021	OCT21 INSPECTIONS FOR 4285 CARP SANCTUARY BEACH		
<u>78323</u>	Invoice	11/24/2021	OCT21 CONSTRUCTION INSPECTIONS FOR 477 CONCHA LOMA		
<u>78341</u>	Invoice	11/24/2021	OCT21 CARPINTERIA FEMA CRS APPLICATION		
<u>27655955</u>	CANON FINANCIAL SERVICES, INC Invoice	11/24/2021	11/24/2021 Regular NOV21 CHARGES FOR CANON 5760 & CANON B&W 6275	599.50	100381
<u>57579</u>	COASTAL VIEW NEWS Invoice	11/24/2021	11/24/2021 Regular ADU MEETING ADVERTISING 10/14/21	748.00	100382
<u>57582</u>	Invoice	11/24/2021	NOTICE OF PUBLIC HEARING ADVERTISING 10/14/21		
<u>57734</u>	Invoice	11/24/2021	ABOP ADVERTISING 11/11/21		
<u>NOV21 001 3011 Q28450702</u>	COX BUSINESS Invoice	11/24/2021	11/24/2021 Regular NOV21-VETS HALL INTERNET SERVICES	135.94	100383
<u>INV0003090</u>	DALE REDFIELD Invoice	11/24/2021	11/24/2021 Regular LIBRARY CONSULTANT SERVICES 11/03/21 - 11/15/21	577.50	100384
<u>NOV21 805-684-7613-042205-5</u>	FRONTIER COMMUNICATIONS Invoice	11/24/2021	11/24/2021 Regular PHONE & INTERNET SERVICES FOR LG TOWER & BOATHOUSE	144.65	100385
<u>INV0003087</u>	KEITH WICKSTORM Invoice	11/24/2021	11/24/2021 Regular POOL ADULT ACCESS PASS REFUND	44.00	100386
<u>515818730</u>	MISSION UNIFORM SERVICE Invoice	11/24/2021	11/24/2021 Regular MAT & TOWEL REPLACEMENT 11/1/21	86.22	100387
<u>515863236</u>	Invoice	11/24/2021	MAT & TOWEL REPLACEMENT 11/8/21		
<u>600-2021-05</u>	MRS ENVIRONMENTAL, INC Invoice	11/24/2021	11/24/2021 Regular OIL & GAS ON CALL ENVIRONMENTAL SERV.-AUG-OCT21	3,660.00	100388
<u>7900 0110 3770 5400 NOV21</u>	QUADIENT FINANCE USA INC Invoice	11/24/2021	11/24/2021 Regular POSTAGE FOR CITY HALL 11/02	500.00	100389
<u>2277-01-1021</u>	RRM DESIGN GROUP Invoice	11/24/2021	11/24/2021 Regular OCT21 DOWNTOWN DESIGN OVERLAY PROGRAM SERVICES	1,713.75	100390
<u>1320</u>	SANTA BARBARA COUNTY, SHERIFF'S DEPT Invoice	11/24/2021	11/24/2021 Regular OCT21 CONTRACTED LAW ENFORCEMENT SERVICES	381,861.00	100391
<u>2021-20211000173-1</u>	SANTA BARBARA COUNTY, TREAS/TAX COLLECTOR Invoice	11/24/2021	11/24/2021 Regular 001-080-038 MONTE VISTA PARK-CARP SANITARY DISTRIC	17,442.89	100392
<u>2021-20211000407-1</u>	Invoice	11/24/2021	001-170-018 CITY HALL-CARP SANITARY DISTRICT		
<u>2021-20211001567-1</u>	Invoice	11/24/2021	004-105-011 LINDEN AVE PARKING LOT		
<u>2021-20211001663-1</u>	Invoice	11/24/2021	004-005-005 EL CARRO PARK-CARP SANITARY DISTRICT		
<u>2021-20211002325-1</u>	Invoice	11/24/2021	003-261-008 CARP AVE PARKING LOT-CARP SANITARY DIS		
<u>2021-20211002358-1</u>	Invoice	11/24/2021	004-047-001 SEASIDE BUILDING-CARP SANITARY DISTRIC		
<u>2021-20211002359-1</u>	Invoice	11/24/2021	004-047-017 LIBRARY & CLINIC-CARP SANITARY DIST		
<u>2021-20211002394-1</u>	Invoice	11/24/2021	004-047-040 COMMUNITY POOL-CARP SANITARY DIST		
<u>2021-20211002992-1</u>	Invoice	11/24/2021	003-470-013 ASH AVENUE-CARP SANITARY DIST		
<u>2021-20211004659-1</u>	Invoice	11/24/2021	004-105-016 COMMUNITY GARDEN-CARP SANITARY DISTRIC		
<u>INV0003089</u>	SHARON OTSUKI Invoice	11/24/2021	11/24/2021 Regular REIMBURSEMENT FOR TRAININGS	68.00	100393
<u>38828923</u>	SHOWSCAPES Invoice	11/24/2021	11/24/2021 Regular NOV21 MONTHLY LANDSCAPE SERVICES THROUGHOUT CITY	18,500.00	100394
	SO CA EDISON		11/24/2021 Regular	62.44	100395

<u>NOV21 700474689651</u>	Invoice	11/24/2021	ELECTRICITY-4683 9TH ST			
<u>OCT21 700163777874</u>	Invoice	11/24/2021	ELECTRICITY-6145 CARPINTERIA AVE			
<u>OCT21 700333892838</u>	Invoice	11/24/2021	ELECTRICITY-5781 CARPINTERIA AVE			
	STAPLES ADVANTAGE		11/24/2021	Regular	106.78	100396
<u>3492451120</u>	Invoice	11/24/2021	STAPLES, PENS, RUBBERBANDS, SHARPIES			
WOOD ENVIRONMENT & I	WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTION	11/24/2021	Regular		3,111.00	100397
<u>S58582683</u>	Invoice	11/24/2021	LOCAL HAZARD MITIGATION PLAN THROUGH 07/30/2021			
	YASHICA DIAZ		11/24/2021	Regular	1,290.00	100398
<u>INV0003088</u>	Invoice	11/24/2021	VETS HALL RESERVATION AND DEPOSIT REFUND			
	ZWORLD GIS		11/24/2021	Regular	2,500.00	100399
<u>2021-0400</u>	Invoice	11/24/2021	MAPPING/GIS SERVICES			
	ADELE GOGGIA		12/02/2021	Regular	1,200.00	100400
<u>INV0003119</u>	Invoice	12/02/2021	Pay Period #24			
	SEIU LOCAL 620		12/02/2021	Regular	236.91	100401
<u>INV0003130</u>	Invoice	12/02/2021	Employee Union Dues Contribution			
	UNITED WAY OF SANTA BARBARA COUNTY		12/02/2021	Regular	24.00	100402
<u>INV0003132</u>	Invoice	12/02/2021	Employee United Way Contribution			
	VANTAGEPOINT TRANSFER AGENTS - 457		12/02/2021	Regular	4,413.89	100403
<u>INV0003120</u>	Invoice	12/02/2021	ICMA Employee Contributions			
<u>INV0003121</u>	Invoice	12/02/2021	ICMA Employee Contributions			
<u>INV0003122</u>	Invoice	12/02/2021	Deferred Compensation Contribution			
	BIG GREEN CLEANING COMPANY		12/02/2021	Regular	4,779.00	100404
<u>589465</u>	Invoice	12/02/2021	NOV21 CONTRACTED CLEANING SERVICE-PUBLIC RESTROOMS			
	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS		12/02/2021	Regular	200.00	100405
<u>200018703</u>	Invoice	12/02/2021	CCEO APPLICATION FEE			
	CANNON		12/02/2021	Regular	828.00	100406
<u>78442</u>	Invoice	12/02/2021	OCT21 PLAN CHECKS FOR 650 CONCHA LOMA DR			
	COAST AUTO PARTS, INC.		12/02/2021	Regular	1,244.86	100407
<u>741887</u>	Invoice	12/02/2021	BATTERY CABLE TERMINAL FOR BACKHOE #324			
<u>741915</u>	Invoice	12/02/2021	FUEL FILTER FOR PW TRACTOR #322			
<u>741928</u>	Invoice	12/02/2021	DUSTER, SMALL BRASS BRUSHES FOR PARKS			
<u>742654</u>	Invoice	12/02/2021	BATTERY, CORE DEPOSIT FOR VEH # 323			
<u>743004</u>	Invoice	12/02/2021	WIPER BLADES FOR FORD C-MAX UNIT #120			
<u>743439</u>	Invoice	12/02/2021	OIL FILLS, OIL FILTER, 5W20 FOR CITY VEHICLES			
<u>743501</u>	Invoice	12/02/2021	WINDSHIELD WASH FOR SHOP TRUCKS			
<u>743815</u>	Invoice	12/02/2021	OIL FILTER FOR TRUCK #414			
<u>743864</u>	Invoice	12/02/2021	OIL FILL AND WINDSHIELD WASH FOR TRUCK #317			
<u>744005</u>	Invoice	12/02/2021	NAPA SYNTHETIC OIL FOR ALL FLEET PW			
<u>744016</u>	Invoice	12/02/2021	NAPA OIL FILTER FOR FORD F-150 CODE ENFORCEMENT			
<u>744106</u>	Invoice	12/02/2021	OIL FOR UNIT #326			
	COASTAL VIEW NEWS		12/02/2021	Regular	692.00	100408
<u>57753</u>	Invoice	12/02/2021	SEAL ADVISORY COMMITTEE ADVERTISING 11/18/21			
<u>57774</u>	Invoice	12/02/2021	SURFLINER MEETING ADVERTISING 11/25/21			
	ERDMAN VIDEO SYSTEMS		12/02/2021	Regular	1,080.00	100409
<u>6040</u>	Invoice	12/02/2021	WEBHOSTING FOR BEACH CAM SERVICES			
	EVERSHADE EXTERIOR CLEANING SOLUTIONS		12/02/2021	Regular	450.00	100410
<u>9752</u>	Invoice	12/02/2021	NOV21 CLEANING OF TRASH CANS ON CARP & LINDEN AVE			
	HOME DEPOT CREDIT SERVICES		12/02/2021	Regular	248.18	100411
<u>3540815</u>	Invoice	12/02/2021	MECHANICS SET, DIAGONAL PLIERS, SCREWDRIVER SET			
	LAWSON PRODUCTS INC		12/02/2021	Regular	564.39	100412
<u>9308836510</u>	Invoice	12/02/2021	DUCT TAPE, SCREWS, BULBS, COATING FOR PW SHOP			
<u>9308942346</u>	Invoice	12/02/2021	Z-DISK HC FOR PW SHOP STOCK			
<u>9308955034</u>	Invoice	12/02/2021	Z-DISK HC FOR PW SHOP STOCK			
	MARIA ROMANO		12/02/2021	Regular	300.00	100413
<u>INV0003141</u>	Invoice	12/02/2021	REFUND FOR VETS HALL DEPOSIT AND RESERVATION			
	MISSION UNIFORM SERVICE		12/02/2021	Regular	356.86	100414
<u>515729711</u>	Invoice	12/02/2021	MAT & TOWEL REPLACEMENT 10/18/2021			
<u>515773913</u>	Invoice	12/02/2021	TOWEL AND MAT REPLACEMENT 10/25/2021			
<u>515906514</u>	Invoice	12/02/2021	MAT & TOWEL REPLACEMENT, UNIFORM CLEANING 11/15/21			
<u>515906515</u>	Invoice	12/02/2021	MAT & TOWEL REPLACEMENT 11/15/2021			
<u>515952615</u>	Invoice	12/02/2021	MAT & TOWEL REPLACEMENT, UNIFORM CLEANING 11/22/21			

<u>515952616</u>	Invoice	12/02/2021	MAT & TOWEL REPLACEMENT 11/22/2021		
<u>13756</u>	PACIFIC SWEEP Invoice	12/02/2021	12/02/2021 Regular OCTOBER 21 CONTRACTED STREET SWEEPING	4,832.21	100415
<u>INV0003137</u>	PRO DEO FOUNDATION Invoice	12/02/2021	12/02/2021 Regular REFUND DEPOSIT/PROJECT BALANCE	415.68	100416
<u>140308</u> <u>140309</u>	SANTA BARBARA PEST CONTROL Invoice Invoice	12/02/2021 12/02/2021	12/02/2021 Regular OCT21 PEST CONTROL AT POOL NOV21 PEST CONTROL AT POOL	180.00	100417
<u>38828850</u>	SHOWSCAPES Invoice	12/02/2021	12/02/2021 Regular IRRIGATION REPAIRS AT DOWNTOWN T 10/13/21	379.00	100418
<u>INV0003139</u>	STELLAR INSTALLATIONS INC Invoice	12/02/2021	12/02/2021 Regular REFUND DEPOSIT/PROJECT BALANCE	173.52	100419
<u>243262</u>	THE WHARF Invoice	12/02/2021	12/02/2021 Regular SAFETY JACKET FOR MG	139.00	100420
<u>90111719</u>	UNION PACIFIC RAILROAD COMPANY Invoice	06/30/2021	12/02/2021 Regular JUL21 PLAN REVIEW FOR RINCON MULT-USE TRAIL	1,242.24	100421
<u>10/31/2021</u>	VENTURA REGIONAL SANITATION DISTRICT Invoice	12/02/2021	12/02/2021 Regular CITY HALL STORM DRAINS MAINTENANCE	2,694.75	100422
<u>INV0003140</u>	VERONICA CINTURA Invoice	12/02/2021	12/02/2021 Regular REFUND FOR VETS HALL DEPOSIT AND RESERVATION	277.50	100423
<u>9011869587</u>	WILLIAMS SCOTSMAN INC. Invoice	11/18/2021	11/18/2021 Bank Draft OCT21 LEASE FOR PARK & FAC MOBILE OFFICE	448.08	DFT0002019
<u>9012184047</u>	WILLIAMS SCOTSMAN INC. Invoice	11/18/2021	11/18/2021 Bank Draft NOV21 LEASE FOR PARK & FAC MOBILE OFFICE	447.90	DFT0002020
<u>NOV21 5544</u>	FIRST NATIONAL BANK OF OMAHA Invoice	11/22/2021	11/22/2021 Bank Draft CREDIT CARD PAYMENT-DD	13.08	DFT0002021
<u>PR23 11/18/21</u>	INTERNAL REVENUE SERVICE Invoice	11/18/2021	11/18/2021 Bank Draft PR23 11/18/21 FEDERAL TAX PAYMENT	16,405.31	DFT0002027
<u>PR23 11/18/21</u>	EDD-SIT Invoice	11/18/2021	11/18/2021 Bank Draft PR23 11/18/21 SIT TAXES	5,018.30	DFT0002028
<u>PR23 11/18/21</u>	EDD-SDI Invoice	11/18/2021	11/18/2021 Bank Draft PR23 11/18/21 SDI TAXES	1,115.31	DFT0002029
<u>10/30/21-11/12/21 CLASSIC</u>	CalPERS Invoice	11/18/2021	11/18/2021 Bank Draft CLASSIC RETIREMENT 10/30/21-11/12/21 PR23	14,023.74	DFT0002030
	CalPERS		11/18/2021 Bank Draft	4,510.66	DFT0002031



City of Carpinteria

COUNCIL AGENDA STAFF REPORT December 13, 2021

ITEM FOR COUNCIL CONSIDERATION

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

STAFF RECOMMENDATION

Action Item ☐ Non-Action Item ☒

Receive and file the report

Sample Motion: None required

BACKGROUND / DISCUSSION

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

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

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

POLICY CONSISTENCY

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

FINANCIAL CONSIDERATIONS

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

Table I

<u>CASH ACTIVITY FOR THE MONTH:</u>	
Cash and Investment Beginning of the Month	\$ 15,654,120.49
Cash Receipts	1,880,555.29
Cash Disbursements	(2,006,686.05)
Cash and Investment End of the Month	<u>\$ 15,527,989.73</u>

Investments:

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

At October 31st the portfolio's average days to maturity was 1.21 years, the average coupon rate was 2.23%, the average yield to maturity was 0.27%, the par value was \$4,305,000 and Market Value was \$4,409,881.18.

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

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

The City of Carpinteria will be able to meet all expenditure obligations that might reasonably be anticipated for the next six-month period May 1, 2022.

LEGAL

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

PRINCIPAL PARTIES EXPECTED AT MEETING

Unknown

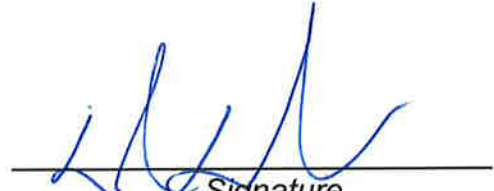
ATTACHMENTS

City of Carpinteria Treasurer's Report

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


Signature

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


Signature

City Treasurer's Report

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

CASH ACTIVITY FOR THE MONTH:

Cash and Investment Beginning of the Month	\$ 15,654,120.49
Cash Receipts	1,880,555.29
Cash Disbursements	(2,006,686.05)
Cash and Investment End of the Month	<u><u>\$ 15,527,989.73</u></u>

CASH AND INVESTMENT PORTFOLIO:

<u>Type of Investment/Coupon/CUSIP #</u>	<u>Institution/Issuer</u>	<u>Yield to Maturity</u>	<u>Maturity Date</u>	<u># Days to Maturity</u>	<u>Par Value</u>	<u>Market Value (1)</u>	<u>Book Value (2)</u>
Demand Deposit - General Checking	Montecito Bank	N/A	N/A	N/A	791,993.24	791,993.24	791,993.24
Demand Deposit - Premier Public Money Market	Montecito Bank	0.62%	11/1/2021	1	4,038,183.02	4,038,183.02	4,038,183.02
Demand Deposit - Section 125 Checking	Montecito Bank	N/A	N/A	N/A	10,934.61	10,934.61	10,934.61
Demand Deposit - Payroll Checking	Montecito Bank	N/A	N/A	N/A	2,000.00	2,000.00	2,000.00
Demand Deposit - Money Market	Charles Schwab	0.01%	11/1/2021	1	72.12	72.12	72.12
Local Agency Investment Fund	State of California	0.62%	11/1/2021	1	6,392,038.74	6,392,038.74	6,392,038.74
Treasury Note, 1.25%, (912828T67)	U.S. Government	0.15%	10/31/2021	0	94,000.00	94,000.00	93,759.60
Treasury Note, 1.75%, (912828U65)	U.S. Government	0.14%	11/30/2021	30	95,000.00	95,118.75	94,954.72
Treasury Note, 2.0%, (912828U81)	U.S. Government	0.14%	12/31/2021	61	107,000.00	107,334.38	106,711.89
Treasury Note, 1.875%, (912828V72)	U.S. Government	0.15%	1/31/2022	92	130,000.00	130,568.75	129,304.11
Treasury Note, 1.875%, (912828W55)	U.S. Government	0.15%	2/28/2022	120	138,000.00	138,819.38	137,594.13
Treasury Note, 1.875%, (912828W89)	U.S. Government	0.15%	3/31/2022	151	132,000.00	132,990.00	131,530.54
Treasury Note, 1.875%, (912828X47)	U.S. Government	0.16%	4/30/2022	181	167,000.00	168,487.34	166,999.92
Treasury Note, 1.75%, (912828XR6)	U.S. Government	0.16%	5/31/2022	212	179,000.00	180,734.06	178,310.26
Treasury Note, 1.75%, (912828XW5)	U.S. Government	0.16%	6/30/2022	242	177,000.00	178,935.94	176,343.17
Treasury Note, 1.875%, (9128282P4)	U.S. Government	0.16%	7/31/2022	273	177,000.00	179,323.13	176,924.33
Treasury Note, 1.625%, (9128282S8)	U.S. Government	0.16%	8/31/2022	304	168,000.00	170,073.74	167,062.69
Treasury Note, 1.875%, (9128282W9)	U.S. Government	0.16%	9/30/2022	334	165,000.00	167,603.90	164,718.17
Treasury Note, 2.0%, (9128283C2)	U.S. Government	0.16%	10/31/2022	365	179,000.00	182,300.31	178,509.11
Treasury Note, 2.0%, (912828M80)	U.S. Government	0.17%	11/30/2022	395	175,000.00	178,445.31	174,454.00
Treasury Note, 2.125%, (912828N30)	U.S. Government	0.17%	12/31/2022	426	161,000.00	164,547.02	160,091.79
Treasury Note, 2.375%, (9128283U2)	U.S. Government	0.17%	1/31/2023	457	169,000.00	173,462.65	168,003.85
Treasury Note, 2.625%, (9128284A5)	U.S. Government	0.17%	2/28/2023	485	171,000.00	176,290.31	171,184.09
Treasury Note, 2.5%, (9128284D9)	U.S. Government	0.17%	3/31/2023	516	171,000.00	176,236.88	170,243.30
Treasury Note, 2.625%, (9128284U1)	U.S. Government	0.19%	6/30/2023	607	100,000.00	103,687.50	99,563.57
Treasury Note, 2.75%, (912828Y61)	U.S. Government	0.19%	7/31/2023	638	400,000.00	416,187.48	398,795.22
Treasury Note, 2.75%, (9128284X5)	U.S. Government	0.20%	8/31/2023	669	400,000.00	416,687.48	399,721.60
Treasury Note, 2.875%, (9128285D8)	U.S. Government	0.20%	9/30/2023	699	250,000.00	261,328.13	249,335.00
Treasury Note, 2.5%, (9128285Z9)	U.S. Government	0.22%	1/31/2024	822	200,000.00	208,531.24	199,388.94
Treasury Note, 2.375%, (9128286G0)	U.S. Government	0.23%	2/29/2024	851	200,000.00	208,187.50	199,264.00
					<u>15,540,221.73</u>	<u>15,645,102.91</u>	<u>15,527,989.73</u>

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

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

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

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

Based upon currently budgeted revenues and expenditures, the City currently has sufficient liquid financial resources to meet anticipated expenditures during the period 11/01/21 through 5/01/22.

WEIGHTED AVERAGE MATURITY OF PORTFOLIO

As of October 31, 2021 the weighted average days to maturity of the City's investment portfolio is 1.21 years.

FOOTNOTES TO REPORT/DEFINITION OF TERMS:

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

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

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

Par Value: Equals face value of security (value of the security when it reaches maturity).

Market Value: The last price for which a security was bought or sold. In this case, the value as of the last day of the month of this report.

Book Value: The amount at which the security is carried in the City's accounting records (adjusted at year-end for GASB 40 reporting purposes).



City of Carpinteria

COUNCIL AGENDA STAFF REPORT December 13, 2021

ITEM FOR COUNCIL CONSIDERATION

Term Extension for an Operating Agreement between the City and California Department of Parks & Recreation concerning use and maintenance of portions of Carpinteria State Beach generally located adjacent the south end of Linden Avenue.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

That the City Council approve the term extension for the Operating Agreement with the California Department of Parks and Recreation.

Sample Motion: I move to approve the term extension for the Operating Agreement with the California State Department of Parks and Recreation.

BACKGROUND

In 1994 the City of Carpinteria (City) and the California State Department of Parks and Recreation (State) entered into an agreement involving the improvement, maintenance and operation of the Linden Field. Pursuant to this agreement, the City replaced the irrigation system of the Linden Field, installed parking lot infrastructure improvements and agreed to maintain the turf area. In exchange, the City received some revenue from State Beach day use parking lot fees. The revenue collected by the City was not adequate to cover expenses, but the community's use of a new sports field and improved downtown ambiance was thought to be a sufficient value to warrant the effort.

The State retained the responsibility to program use of the field and the City did not have any involvement in scheduling field use or enforcing rules.

In addition, an automobile entrance and automated parking permit machine was added to the State parking area off of Linden Avenue to improve traffic conditions. The automated parking permit machine was operated by the City (later automated parking

permit systems were prohibited by the State and required to be removed.) In 1999, the Agreement was extended through 2004.

In 2004, the Agreement was renegotiated with modified provisions that included additional revenue to the City so that its maintenance costs would be covered. Also at this time, the State discontinued use of the field for organized sports programming.

In 2007, the Agreement was amended to allow for the construction of the Tomol Interpretive Play Area and the Palm to Linden Trail. These improvements were completed in 2012.

The City placed a seasonal access pathway, picnic tables, a ping pong table and a seasonal beach store at the South Linden plaza location. The City has also maintained landscaping and conducted litter abatement and other routine landscape maintenance tasks.

In 2016, the City and State Parks agreed to a new operating agreement. Under the terms of the Agreement, the State and City assume certain obligations and responsibilities as described generally below. The Agreement has an initial five year term with one five year extension permitted.



1. The State is responsible for maintenance of the Linden Field including turf care, gopher abatement, tree maintenance, water and other maintenance costs.
2. The City maintains the Tomol Interpretive Play Area, the Palm to Linden Trail and the South Linden plaza area. (The Carpinteria Morning Rotary Club provides maintenance services support for the Tomol Interpretive Play Area).
3. The City may operate a concession store in the South Linden plaza area. All concession revenue may only be used to maintain the premises.
4. The City may conduct one special event in the day use areas including the Linden Field per year without use fees. This special event may last up to 72

hours. The City will be responsible for State employee wages for time required to monitor the event.

5. The State provides water to the Tomol Interpretive Play Area and the Palm to Linden Trail at no cost to the City.
6. The State is responsible for law enforcement services to all areas included in the Agreement.

Also, with cooperation from State Parks, the City made application to the State for grant funds to replace the concrete slabs at the South Linden plaza area through a grant program where local governments could apply for funds to replace State Park amenities when an operating Agreement was in place. The project would replace the segmented concrete slabs that are not considered accessible, have fractures, missing pieces and some uneven surfaces. The outcome of this grant application is not yet known.

DISCUSSION

The purpose of this agenda item is to consider extending the existing agreement for five years until 2026. The cooperative nature of this agreement benefits community members and tourism with more attention to the maintenance and upkeep of the South Linden plaza area as well as more specialized care of the Palm to Linden Trail and the Tomol Interpretive play Area.

POLICY CONSISTENCY

The geographical areas germane to this operating agreement are physically and visually connected to the City's trail system, beach and downtown areas. The City's effort to install and maintain a play area, picnic area and a segment of the Coastal trail is being well utilized by the public consequently demonstrating its value. The Palm to Linden Trail area includes a drainage that the City restored as a bioswale that improves water quality in the Salt Marsh and ocean helping to meet storm water quality goals.

The Carpinteria General plan contains references to providing recreational trails and park amenities throughout the City.

- **CD-8b.** To provide convenient pedestrian routes, the existing network of automobile lanes, trails and pedestrian ways in the Downtown District and adjacent neighborhoods should be preserved, reinforced and extended into other neighborhoods. This pedestrian network should be in addition to, not in lieu of, pedestrian ways on the streets.

- **OSC-14** directs the City to pursue the provision of adequate parks and open space for all community members.
- **OSC-15a.** The City's trail system shall be maintained and expanded upon based upon Figure C-3, the Trails Map, and, if approved by the Coastal Commission in an amendment to its Local Coastal Plan, the Trails Master Plan or similar implementing document.
- **OSC-14a.** Increase coastal and recreational access for all segments of the population, including the disabled and elderly, while protecting natural resources, particularly environmentally sensitive habitat areas.

FINANCIAL CONSIDERATIONS

The City uses an outside service provider for park maintenance including the Tomol Interpretive Play Area and Palm to Linden Trail with an annualized cost of approximately \$8,000. Additional support for contractor supervision and in-house maintenance staff increases this cost to an estimated \$15,000 annually.

The Agreement provides that the City may hold one special event per year using the day use areas of the Carpinteria State Beach. The City has not conducted an event in the past three years to benefit from this provision of the Agreement, in part due to pandemic protocols

Additionally, the proposed agreement allows the City to operate a concession at the end of Linden Avenue in Area 2 as shown on Exhibit A of the Operating Agreement. The City has operated a small retail concession there since 1996. The concession has operational goals to provide convenience to beach visitors, provide seasonal jobs and to make some revenue to offset maintenance costs related to the Agreement.

LEGAL

The City Attorney has reviewed the agreement and is prepared to answer questions.

OPTIONS

The City Council could suggest revisions to the Agreement or direct Staff not to an extension to the Agreement.

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

Operating Agreement with City of Carpinteria for Carpinteria State Beach

Staff contact: Matthew Roberts, Parks, Recreation and Public Facilities Director
(805) 755-4449 Mattr@ci.carpinteria.ca.us


Signature


Signature

Reviewed by: Dave Durlinger, City Manager

2016-024

53514-16-18

Operating Agreement

with

City of Carpinteria

for

Carpinteria State Beach

STATE OF CALIFORNIA – NATURAL RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
CONCESSIONS DIVISION
1416 NINTH STREET, 14TH FLOOR
SACRAMENTO, CA 95814



OPERATING AGREEMENT

for

Carpinteria State Beach

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OPERATING AGREEMENT

with

City of Carpinteria

for

Carpinteria State Beach

THIS OPERATING AGREEMENT (Agreement), by and between STATE OF CALIFORNIA, acting through the Department of Parks and Recreation, hereinafter referred to as "**State**", and the City of Carpinteria, a Municipal Corporation, hereinafter referred to as "**City**".

WITNESSETH:

Whereas, pursuant to the provisions of Section 5080.30, et seq., of the California Public Resources Code, State may enter into an operating agreement with any city, county, district, public agency, or combination thereof of the State of California for the care, maintenance, administration, and control of lands under the jurisdiction of State for the purpose of the state park system; and

Whereas, State has acquired for park and recreational purposes certain real properties known as Carpinteria State Beach within Santa Barbara County; and

Whereas, State and City desire to enter into an Agreement for the City to provide for the daily operation and management of certain areas of Carpinteria State Beach,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. PREMISES

- A. State authorizes City to develop, operate, control, and maintain (collectively defined herein as "Control") those portions of Carpinteria State Beach, as shown in **Exhibit A**, attached and hereby made a part of

this Agreement, hereafter "Premises." The term "Control," as used herein shall not include regulation of public use and the public's conduct, or enforcement of State laws, codes, and/or policies. As explained more fully in Paragraph 10, the State shall maintain responsibility for providing all code and law enforcement services for the Premises.

- B. The Premises are comprised of the South Linden Beach and Picnic Area, the Tomol Interpretive Play Area, and the Palm to Linden Trail, as identified on Exhibit A.

City agrees to Control Premises as described herein, including facilities covered by this Agreement, and agrees that at the time the City takes Control, such Premises will exist in their present condition "AS IS" with all faults, and agrees to maintain the same in a safe and tenable condition, and, at any termination of this Agreement, to promptly return control of the Premises back the same to State in the same or better condition, reasonable wear and tear excepted. Notwithstanding the foregoing, City shall not be obligated to make any alterations, additions, or betterments to the Premises. During the term of this Agreement, State shall not be obligated to make any alterations, additions, or betterments to the Premises except as otherwise provided for in this Agreement.

2. TERM

The term of this Agreement shall be for a period of five (5) years, with the option to extend, upon mutual agreement between City and State, for up to an additional five (5) years. This Agreement shall not be effective until the first of the month following approval by the State of California, Department of General Services. If exercised, the option to extend shall be by written agreement by City and State, as provided herein, prior to expiration of the initial term. Should City hold-over after the expiration of the term of this Agreement with the express or implied consent of the State, such holding-over shall be deemed to be a tenancy from month-to-month at the herein stated prescribed rent as set forth in this Agreement subject otherwise to all the terms and conditions of this Agreement.

3. USE OF PREMISES

City agrees to Control the Premises as a public park, beach, and/or public use

area, in a good and workmanlike manner. Premises shall at all times be accessible and subject to the use and enjoyment of the general public, and subject at all times in the matter of such use and enjoyment to the jurisdiction of the City in conformity with the Agreement. City also agrees to Control Premises as follows:

- A. In Area 2, identified on Exhibit A, City is authorized to place a small trailer, no larger than 300 square feet, on the Premises for the sale of beach sundries as approved by State. City shall submit to State for its approval a merchandise list no later than March 1st annually. Operation by non-city employees and volunteers is prohibited when conducting sales at this location.
- B. City may, but has no obligation to, propose rules and regulations for the use and enjoyment of the Premises by the public with State prior approval. Any such rules and regulations proposed by City shall conform to and be consistent with the rules and regulations adopted by State and generally applicable to the California State Park system. The Premises shall not be used for any purpose other than those permitted by this Agreement.
- C. City shall not use the Premises to be used in whole or in part during the term of this Agreement for any purpose other than as herein set forth without the prior written consent of the State.

4. CONSIDERATION

- A. In consideration of the services to be performed by City, pursuant to this Agreement, State hereby authorizes the City's use of the Premises, as well as the Carpinteria State Beach Day Use Areas, as identified on Exhibit A, as follows. City shall be permitted to provide the public with open access to and use of the Premises free of charge. Notwithstanding the foregoing, State may restrict public access to the premises when necessary for public safety or maintenance.
- B. All concession revenues earned by the City on the Premises must be used within Carpinteria State Beach to support the Premises.
- C. City shall be allowed to have one special event per year within Carpinteria State Beach Day Use Areas or the Premises at no charge to City except

for full recovery of state employee wages for time required to monitor event. A "special event" is not considered a concession under this Paragraph and may last up to 72 hours. With the exception of one special event as referenced above, any income to City derived from its Control of Premises for services, benefits, or accommodation to the general public, or otherwise, shall be used only for the maintenance, operation, administration, improvement, or development of lands and/or facilities located within Carpinteria State Beach.

5. CONSTRUCTION AND COMPLETION OF IMPROVEMENTS

- A. At no cost or expense to State, City may undertake new construction, reconstruction, alteration, and maintenance to enhance public recreation facilities subject to prior written approval by State. Although the State has no obligation, the State may choose to share the costs of such new construction, reconstruction, alteration, and maintenance to enhance public recreation facilities. In the event that City desires to make modifications, improvements, or additions to the Premises or any part of the Premises, including changes to structural design, landscape design, or interior or exterior fixtures and/or design, , (collectively "Alteration(s)"), written approval by State shall be obtained prior to the commencement of any Alterations. State shall dictate the plan approval process. Notwithstanding the foregoing, the City may engage in minor changes to the existing furnishings on the Premises, such as relocation and replacement, without prior written approval by the State. All modifications and additions shall be made in accordance with State's standards for construction and completion of improvements. Further, all Alterations shall be made in accordance with State's general planning principles and with all applicable state and federal laws, rules and regulations. For all Alterations erected on the Premises by City, upon completion of construction, City shall (1) record a Notice of Completion, with a copy provided to the State; (2) provide State with a complete set of "as-built"

plans for all improvements in a format reasonably acceptable to State; (3) submit evidence that all improvements are clear of any mechanic's liens or stop notices; (4) submit a verified accounting of the cost for Alterations, excluding equipment, site furnishings, and trade fixtures that are the personal property of City; and (5) submit a verified report demonstrating full compliance with the pertinent state and federal accessibility laws, including but not limited to, the Americans with Disabilities Act of 1990, Titles II.

- B. Once prior approvals, permits, etc. have been received as required herein above, and the work on any Alteration has begun, City shall prosecute to completion with reasonable diligence all approved Alterations. All work shall be performed in a professional manner, and will comply substantially with plans and specifications submitted to State as required herein and with all applicable governmental permits, laws, ordinances, and regulations. It shall be the responsibility of City, at its own cost and expense, to obtain all licenses, permits, security, and other approvals necessary for the construction of approved Alterations. City shall comply with public bidding requirements as set forth in the California Public Contract Code, when applicable.
- C. Title to all Alterations existing or hereafter erected on Premises, regardless of who constructs such improvements, shall immediately become State's property, and, upon termination of this Agreement, all improvements shall become part of the realty and title to the Premises and shall vest in State, without compensation to City. City agrees never to assail, contest, or resist said title. The foregoing notwithstanding, State may elect, by notice to City, that City must remove any Alterations that are peculiar to City use of the Premises and are not normally required or used by State and/or future occupants of the Premises. In this event, State shall bear the cost of restoring the Premises to their condition prior to the installment of the Alterations.

6. MAINTENANCE OBLIGATIONS OF CITY

A. During the term of this Agreement and at City's own cost and expense, City shall Control the Premises including equipment, personal property, and alterations or improvements of any kind that may be erected, installed, or placed thereon in a clean, safe, and sanitary condition reasonably free of trash, garbage, or obstructions of any kind. During the term of this Agreement it shall be the City's responsibility to insure that the Premises are maintained to the reasonable satisfaction of State. All construction, operation, and maintenance shall be in accordance with all laws, codes, regulations, ordinances, and generally accepted industry standards pertaining to such work.

B. Should City fail, neglect, or refuse to undertake and complete any required maintenance, and such failure, neglect, or refusal continues for thirty (30) days after written notice thereof from the State, State shall have the right to perform such maintenance or repairs for the City. In this event, City shall promptly reimburse State for the cost thereof, provided, however, that State shall first give City ten (10) days written notice of its intention to perform such maintenance or repairs. State shall not be obligated to make any repairs to or maintain any improvement on the Premises. City hereby expressly waives the right to make repairs at the expense of the State and the benefit of Sections 1941 and 1942 of the California Civil Code relating thereto, if there be any. State has made no representations respecting the condition of the Premises, except as specifically set forth in this Agreement.

C. State reserves the right to enter the Premises for inspection and work related to its care and maintenance during the term hereof, provided that State shall give City reasonable written notice of its intention to do any of the work herein mentioned before such work is undertaken.

7. CONCESSIONS

Subject to prior written approval by State, City may grant concessions in or upon the Premises consistent with the requirements of State under Sections 5080.33 and 5080.34 of the California Public Resources Code. All concession contracts shall be

subject to the requirements of the California Public Resources Code Section 5080.20 and shall be assumable and/or subject to termination by State, at State's sole discretion, in the event this Agreement is terminated by its terms. Further, all concession agreements shall be made subject to audit by State. State shall have the right, through its representative and at all reasonable times, to examine and copy all working papers supporting Concessionaire's annual financial statement. In addition, the State, acting through its representative, may conduct additional independent reviews of the concession operations upon written notification of such intent to City.

8. TAXES

City, by signing this Agreement, acknowledges that occupancy interest and rights to do business on State property may create a possessory interest as that term is defined in Revenue and Taxation Code Section 107.6, which possessory interest may subject a concessionaire to liability for the payment of property taxes levied on such possessory interest. City and/or any concessionaire engaged by City shall pay all lawful taxes, assessments, or charges that may be levied by the State, County, City, or any tax or assessment levying body at any time upon any interest in or created by this Agreement, or any possessory right that City and/or any concessionaire may have in or to the Premises covered hereby or the improvements thereon, by reason of City and/or any concessionaire's use or occupancy thereof or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by City and/or any concessionaire in or about the Premises.

9. RECORDS AND ACCOUNTS

A. At all times during the term of this Agreement, City shall keep separate, true, and complete books, records, and accounts of all income and fees received and all expenditures made by City in relation to concessions, events, special services, and all other matters incident to the development, control, and operation of the Premises. City shall report said income and expenditures to State in accordance with **Exhibit B** Annual Revenue and Expenditure Report, or in a similar format acceptable to State on an annual basis, which annual report

shall be submitted for the period commencing July 1st and ending June 30th of each reporting year, and shall be filed with State no later than the following September 30th. In addition, within forty-five (45) days of the expiration or termination of this Agreement, City shall submit to State a statement of income and expenditures for the period of operation not previously reported, prepared as set forth above.

B. The books, records, and accounts applying to the operation of the Premises and kept by City shall be open for audit or inspection by State at all reasonable times. All records shall be kept by City for a period of at least four (4) years. City shall be subject to State's audit requirements and remedies as set forth herein.

10. UTILITIES AND SERVICES

- A. City shall be responsible for all expenses resulting from utilities supplied to the Premises, with the exception of water supplied to Premises Area 1 identified on Exhibit A. City shall be responsible for distribution systems and all related expenses within the Premises.
- B. State shall provide sufficient water to support landscape plant health on the Premises pursuant to good and workmanlike landscape management practices.
- C. State shall provide all code and law enforcement services (pursuant to State laws, codes, and policies), including but not limited to special event permit review, issuance, monitoring and enforcement, for the Premises. State shall cooperate with City to ensure that code and law enforcement services prevent unreasonable damage to the Premises, to the extent feasible.

11. INSURANCE

Neither State or City shall not be required to procure insurance specifically for the Agreement as each is self-insured to respond to, defend, and pay any claims or demands that may arise or be levied against it for damages to persons or property arising out of activities undertaken for which it is responsible pursuant to this

Agreement. In the event either party is currently, or becomes, insured for activities carried out under this Agreement, such party shall cause the other party to be named as additionally insured by an endorsement to such insurance policies.

12. HOLD HARMLESS AGREEMENT

City shall indemnify, hold harmless, and defend State, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, or liability costs, (including but not limited to attorney fees, experts fees, and costs of suit), arising indirectly or directly out of the City's Control of the Premises, or in any way related to the performance of this Agreement by City, by reason of its acts or omissions relating to the Premises and/or its obligation pursuant to this Agreement and/or by reason of injury, death, property damage, or any claim arising from the alleged violations of any state or federal law, statute, or regulations, including but not limited to the Americans with Disabilities Act of 1990 Titles I, II and III ["ADA"], however caused or alleged to have been caused, provided, however, in no event shall City be obligated to defend or indemnify State with respect to the negligence or willful misconduct of State, its employees, or agents (excluding City herein, or any of its concessionaires.).

In the event State is named as co-defendant in a legal action under the provisions of the Government Code Section 810 et seq., and served with process of such legal action, State shall immediately notify City of such fact and City shall represent State in such legal action as provided herein unless State undertakes to represent itself as co-defendant in such legal action, in which event State shall bear its own litigation costs, expenses, and attorney's fees.

In the event judgment is entered against State and City because of the concurrent negligence of State and City, their officers, agents, or employees, an apportionment of the liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

State shall indemnify, hold harmless, and defend City, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, or liability costs, (including but not limited to attorney fees, experts fees, and costs of suit), arising indirectly or directly out of the development, operation, or maintenance of the Premises

by State, or in any way related to the performance of this Agreement by State, by reason of its acts or omissions relating to the Premises and/or its obligation pursuant to this Agreement and/or by reason of injury, death, property damage, or any claim arising from the alleged violations of any state or federal law, statute, or regulations, including but not limited to the Americans with Disabilities Act of 1990 Titles I, II and III ["ADA"], however caused or alleged to have been caused, provided, however, in no event shall State be obligated to defend or indemnify City with respect to the negligence or willful misconduct of City, its employees, or agents (excluding State herein, or any of its concessionaires.).

In the event City is named as co-defendant in a legal action under the provisions of the Government Code Section 810 et seq., and served with process of such legal action, City shall immediately notify State of such fact and State shall represent City in such legal action as provided herein unless City undertakes to represent itself as co-defendant in such legal action, in which event City shall bear its own litigation costs, expenses, and attorney's fees.

In the event judgment is entered against State and City because of the concurrent negligence of State and City, their officers, agents, or employees, an apportionment of the liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

13. EMINENT DOMAIN PROCEEDINGS

If the Premises or any portion thereof is taken by proceedings in eminent domain, State shall receive the entire award for such taking.

14. PROHIBITIONS AGAINST ASSIGNING, SUBLETTING

This Agreement and/or any interest therein or thereunder shall not be assigned, delegated, mortgaged, hypothecated, or transferred by City without obtaining the prior written consent of State.

15. NOTICES

Any notice and/or report required to be given or that may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States Postal Service, postage prepaid, and addressed as follows:

State: Department of Parks and Recreation
Channel Coast District
911 San Pedro Street
Ventura, California 93001
(805) 585-1840

City: City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, California 93103
(805) 684-5405

Copy to: Department of Parks and Recreation
Marketing and Business Development Division, Room 1442-7
P.O. Box 942896
Sacramento, California 94296-0001

16. DEFAULTS AND REMEDIES

Any failure by a party to this Agreement to observe or perform a provision of this Agreement, where such failure continues for thirty (30) days after written notice of such failure, shall constitute a default and breach of this Agreement. However, if the nature of the default is such that it cannot be reasonably cured within the thirty (30) day period, the offending party shall not be deemed to be in default if an effective cure is commenced within the thirty (30) day period and thereafter diligently prosecuted to completion. Upon an event of default by State, City shall have the right to terminate this Agreement by providing written notice to State.

Upon an event of default by City, State shall have the right to terminate this Agreement and obtain immediate possession of the Premises at any time by written notice to City. In such event, State shall be entitled to all rights and remedies at law and/or in equity, including but not limited to, costs and expenses incurred by State in recovering possession of and/or restoring the Premises, and compensation for all detriment proximately caused by City's failure to perform its obligations under this Agreement.

17. TERMINATION

A. Notwithstanding the provisions of Section 16, DEFAULTS AND REMEDIES, either party may terminate this Agreement for any reason, or for no reason at all. The party who wishes to terminate the Agreement shall give written notice of its intention no later than one hundred and twenty (120) days before the scheduled termination date. Such notice shall be given in writing and shall be effective on the date given in the notice as the scheduled date for the termination of the Agreement.

B. In the event that the State is the party choosing to terminate the Agreement, the State shall pay to City on the termination date a sum of money equal to the depreciated cost of the improvements installed or constructed upon the Premises by the City with the following exceptions, (a) improvements erected with funds realized through income from the Premises, and (b) improvements the cost of which City has been paid or reimbursed by State through grants or other sources. It is expressly understood that the reimbursement provisions are not applicable where State terminates this Agreement for any default on the part of City. In the event of default, bankruptcy, insolvency, abandonment, or termination of Agreement upon City's request, the reimbursement provisions shall not apply and shall not be considered an obligation of the State.

C. State may not commence termination proceedings until such time as the funds required for such termination and reimbursement have been obtained through appropriations by the Legislature and through the normal budgeting process of the State.

D. In the event the State is unable to hire employees to perform the duties as described in this Agreement, the State maintains the right to terminate the Agreement with a 30-day written notice to City.

18. SURRENDER OF THE PREMISES; HOLDING OVER

A. Surrender: On expiration or within thirty (30) days after earlier termination of this Agreement, City shall surrender the Premises to State with all fixtures, improvements, and Alterations in good condition, except for fixtures, improvements, and Alterations that City is obligated to remove. City shall remove all of its personal property and shall perform all restoration required by the terms of this Agreement within the above stated time unless otherwise agreed to in writing.

If City fails to surrender the Premises to State on the expiration, assignment, or within thirty (30) days after earlier termination of the term as required by this Section, City shall hold State harmless for all damages resulting from City's failure to surrender the Premises.

B. Holding Over: After the expiration or earlier termination of the term and if City remains in possession of the Premises with State's express consent, such possession by City shall be deemed to be a temporary tenancy terminable on thirty (30) days written notice given at any time by either party. All provisions of this agreement except those pertaining to the term shall apply to the temporary tenancy.

19. REAL PROPERTY ACQUISITION

It is understood and agreed to by the parties that all applications for real property rights, appurtenant to the Premises, shall be made in the name of and on behalf of State, and shall be subject to the prior written approval of State.

20. COMPLIANCE WITH LAWS, RULES, REGULATIONS, AND POLICIES

City and its officers, agents and employees shall comply with all applicable laws, rules, regulations, and orders existing during the term of this Agreement, including

obtaining and maintaining all necessary permits and licenses. City acknowledges and warrants that it is, or will make itself, through its responsible managers, knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the Premises, including but not limited to laws affecting health and safety, hazardous materials, pest control activities, historical preservation, environmental impacts, and building standards.

21. NONDISCRIMINATION

Pursuant to Public Resources Code Section 5080.34, this Agreement and every contract on lands that are subject to this Agreement shall expressly prohibit discrimination against any person because of sex, sexual orientation, race, color, religious creed, marital status, ancestry, national origin, medical condition, age (40 and above), and disability (mental and physical) including HIV and AIDS.

City shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)-(f), are incorporated into this agreement by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). City shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. City shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under and/or in connection with this agreement.

In the event of violation of this Section, State will have the right to terminate this agreement, and any loss of revenue sustained by the State by reason thereof shall be borne and paid for by City.

22. DISABILITY ACCESS LAWS

With regard to all operations and activities that are the responsibility of City under this Agreement, and without limiting City's responsibility under this Agreement for compliance with all laws, City shall be solely responsible for complying with the

requirements of the Americans with Disabilities Act of 1990 (ADA) (Public Law 101-336, commencing at Section 12101 of Title 42, United States Code, including Titles I, II, and III of that law), the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws.

With regard to facilities for which City is responsible for operation, maintenance, construction, restoration, or renovation under this Agreement, City also shall be responsible for compliance with Government Code Section 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code Section 7250, et seq., Facilities for Handicapped Persons, and any other applicable laws, regulations, guidelines and successor statutes. Such compliance shall be at City's sole cost and expense. Written approval from State is required prior to implementation of any plans to comply with accessibility requirements.

23. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

By signing this Agreement, City does hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a federal court has been issued against City within the two-year period immediately preceding the date of this Agreement because of City's failure to comply with a federal court order that City shall comply with an order of the National Labor Relations Board.

24. ENVIRONMENTAL AWARENESS AND RESOURCE PROTECTION

City shall comply with State's resource management and preservation mandates in the conduct of all activities that impact cultural, natural, or scenic resources. These mandates include the California Public Resources Code Sections 5024 and 5097 et seq., State's Resource Management Directives and the United States Secretary of the Interior's Guidelines for Historic Preservation.

25. HAZARDOUS SUBSTANCES

- A. On the Premises City shall not:
 - 1) keep, store, or sell any goods, merchandise, or materials that are in any way explosive or hazardous;

- 2) carry on any offensive or dangerous trade, business, or occupation;
- 3) use or operate any machinery or apparatus that shall injure the Premises or adjacent buildings in any way; or
- 4) do anything other than is provided for in this Agreement.

B. Nothing in this Section shall preclude City from bringing, keeping, or using on or about said Premises such materials, supplies, equipment, and machinery as is appropriate or customary in the care, maintenance, administration, and control of parklands. Gasoline, oils, and all other materials considered under law or otherwise to be hazardous to health and safety shall be stored, handled, and dispensed as required by present or future regulations and laws.

C. City shall comply with all laws, federal, state, or local, existing during the term of this Agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance, as that term is defined in such applicable law. In the event the State or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the City's illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, City shall protect, indemnify, defend, and hold harmless any of these individuals against such liability, unless such costs, liability, or expense are caused by the negligence or willful misconduct of the State. Where City is found to be in breach of this provision due to the issuance of a government order directing City to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused by City or any person acting under City's direct control or authority, City shall be responsible for all costs and expenses of complying with such order including any and all expenses imposed on or incurred by the State in connection with or in response to such government order.

D. Notwithstanding the foregoing, in the event a government order is issued naming City, or City incurs any liability during or after the term of the Agreement in connection with contamination that preexisted the City's obligations and Control under this Agreement, or prior agreements or that were not directly

caused by City, the State shall be solely responsible as between City and State for all expenses and efforts in connection therewith, and State shall reimburse City for all reasonable expenses actually incurred by City therewith.

E. All pest control activities, chemical and non-chemical, shall be approved by State prior to action by the City. City or the pest control business acting on behalf of City shall submit a DPR 191, Pest Control Recommendation, or equivalent to State for approval. State has fourteen (14) days to approve or deny the request. State review and approval shall be solely for compliance with State's policies and in no way shall relieve City or its contractors, employees, agents, or representatives from compliance with all laws and regulations concerning such activities, nor from carrying out the work in a workmanlike manner.

City or the pest control business acting on behalf of City shall submit a report of completed work for each pest management action to the State no later than seven (7) days after performance of the work. The report may be submitted on a DPR 191, Pest Control Recommendation, or equivalent.

26. SIGNS AND ADVERTISING

No signs, logos, names, placards, or advertising matter shall be inscribed, painted, or affixed upon Premises, or circulated or published without prior written approval of the State. Approval will be granted only when said signs or advertising is consistent with the purposes of this Agreement. Notwithstanding the foregoing, City may circulate and place reasonable signs, placards, or other advertising on the Premises in connection with the special events identified in Paragraph 4 and the concessions identified in Paragraph 7 without approval of the State.

27. INTELLECTUAL PROPERTY RIGHTS

A. Clarify Ownership of Pre-existing Intellectual Property Rights: Other than as specifically identified and authorized in this Agreement, no names, logos, trademarks or copyrighted materials belonging to and/or associated with State Parks shall be used, circulated, or published without the express written consent

of State. Further, no such use, even if permitted herein, or otherwise, shall be deemed to instill in City any rights of ownership on such names, logos, trademarks, copyrights or other materials, and any rights to such use shall not, under any circumstances, continue beyond the term of the Agreement.

Any trademarks and/or copyrights belonging to City prior to the commencement of the Agreement shall remain in City's sole ownership upon termination of the Agreement.

During the course of this relationship, City shall use the name, City of Carpinteria. Any additional and/or different names may be used only upon written agreement of State.

B. Ownership of New Logos and Trademarks Developed During Agreement:

Any names, logos, and/or trademarks developed during and/or pursuant to this Agreement that in any way associate with, identify or implicate an affiliation with State and/or are funded by State Parks shall be approved in writing by State, shall belong to State upon creation, subject to express written agreement otherwise, and shall continue in State's exclusive ownership upon termination of the Agreement. Further, all good will and other rights in said marks shall inure to the benefit of the State as the mark owner.

C. Ownership of new Copyrights, Developed by City for State Parks, Absent a Separate Written Agreement: Any copyrighted materials developed and created by City for State during the term of this Agreement shall be deemed to be "works for hire" under the United States Copyright Act 17 USC §101 et seq. and shall, unless otherwise agreed to in writing, belong to State Parks upon creation, and continue in State Park's exclusive ownership upon termination of this Agreement. Unless otherwise agreed to in writing, City intends and agrees to assign to State all rights, title, and interest in and all works created pursuant to this Agreement as well as all related intellectual property rights.

City agrees to cooperate with State Parks and to execute any document reasonably necessary to give the foregoing provisions full force and effect including, but not limited to, an assignment of copyright.

D. City Rights in Separately Created Works: Any copyrighted materials and/or trademarks developed and created by City separate and apart from this Agreement, shall belong to City, and shall continue in City exclusive ownership upon termination of this Agreement. In the event that any trademarks and/or copyrights are created by City during the term of this Agreement and same are proposed for use in connection with City performance under the Agreement, City shall promptly notify State in writing of its intention to retain ownership in the specific trademarks and/or copyrights.

28. GRANT OF STATE'S TRADEMARK LICENSE

State hereby grants City, and City hereby accepts a non-exclusive, non-assignable license to use the State Park Logo (sometimes referred to as the "Trademark" or "Mark"), created and owned by State, in accordance with the terms and conditions of the License/Permission for Use of Trademarks which is attached hereto as **Exhibit C** and is incorporated herein by this reference. After signature by both City and State, this License shall authorize the use of the Trademark and associated goodwill, in connection with this Agreement only.

A record of each authorized use by City of the Trademark shall be maintained by City and by State.

City and State will use the State Park name, Trademark, and brand consistent with the State Park Brand Standards Handbook available at <http://isearch.parks.ca.gov/pages/321/files/BrandHandbookJanuary2007.pdf>.

The State Park name, Trademark and brand will not be used on City social media pages.

29. PARTICIPATION IN STATE PARK MARKETING PROGRAMS

City acknowledges that State has an established advertising and marketing program designed to promote additional revenue for the State and to deliver a consistent and positive image to the public. City agrees to cooperate in this program in the manner described below without compensation from the State for such cooperation.

- A. City agrees to honor all statewide graphic standards, licensing, and merchandising agreements entered into with corporate sponsors of the Department of Parks and Recreation.
- B. City agrees to place on the Premises any reasonable advertising that the State approves under this program. Any advertising approved by the State under this program will be placed at State's expense.
- C. City agrees to rent or sell, along with all other items of merchandise that are part of the City's normal and customary inventory, any item of merchandise that the State approves under this program, provided that City is authorized to sell or rent it under the terms of the Agreement, and the City receives reasonable compensation for its sale.

30. CHILD SUPPORT COMPLIANCE ACT

- A. City recognizes the importance of child and family support relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as obligations and shall fully comply with all applicable state and federal laws provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code.
- B. To the best of its knowledge, City is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

31. DISPUTES

City shall continue with any and all responsibilities under this Agreement during any dispute.

32. LIMITATION

This Agreement is subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title that may affect Premises.

33. SECTION TITLES

The Section titles in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

34. INSPECTION

State or its authorized representative shall have the right at all reasonable times to inspect the Premises to determine compliance with the provisions of this Agreement.

35. SUCCESSORS IN INTEREST

Unless otherwise provided in this Agreement, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto, all of who shall be jointly and severally liable hereunder.

36. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

37. DURATION OF PUBLIC FACILITIES

By entering into this Agreement, State makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit, or the continuation of State ownership thereof, nor does the State guarantee the accuracy of any financial or other factual representation that may be made regarding the Premises.

38. WAIVER OF RIGHTS, CLAIMS, AND AGREEMENT TERMS

Unless otherwise provided by this Agreement, no waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant

herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the State to re-enter the Premises or to exercise any right, power, or privilege, or option arising from any breach, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option, or be construed as a waiver of such breach or relinquishment of any right or acquiescence therein. No notice to the City shall be required to restore or revive time as of the essence after the waiver by the State of any breach. No option, right, power, remedy, or privilege of the State shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the State by this Agreement shall be deemed cumulative.

39. INTERPRETATION OF AGREEMENT

This Agreement is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

40. INDEPENDENT CONTRACTOR

In the performance of this Agreement, City and the agents and employees of City shall act in an independent capacity and not as officers or employees or agents of the State.

41. MODIFICATIONS AND APPROVAL OF AGREEMENT

This Agreement contains and embraces the entire Agreement between the parties hereto and neither it nor any part of it may be changed, altered, modified, limited, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by the State and City or their successors in interest.

Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by mutual consent expressed in writing, agree to modifications thereof, additions thereto, or terminations thereof, which are not forbidden by law. This Agreement, amendments, modifications, or termination thereof shall not be effective until approved by State's relevant control agencies.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF CARPINTERIA

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**

By: *Shirley A. Carthy*

By: *Lisa Ann Mangal*

Title: *Mayor*

Title: *Director*

Date: *9-12-16*

Date: *11-21-16*

APPROVED: *[Signature]*

APPROVED:

DEPARTMENT OF GENERAL SERVICES:

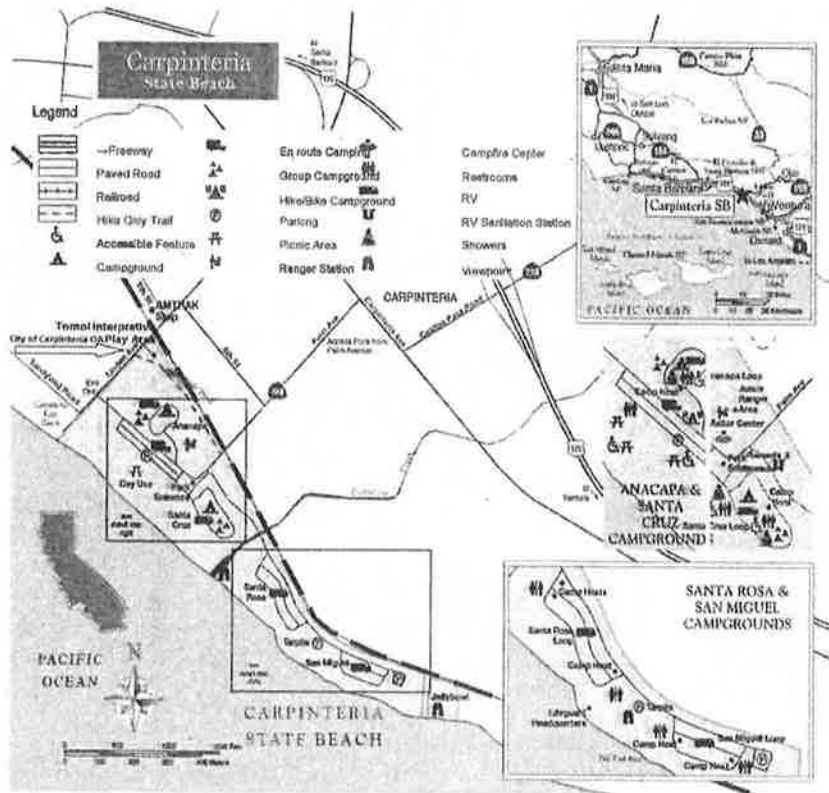
ATTORNEY GENERAL





EXHIBIT A – PREMISES

City of Carpinteria operational area is indicated below within the park unit map:



© 2010 National State Parks/An. 2010 Maps/Source: Esri/MapInfo, Rockwell, LLC

EXHIBIT B – ANNUAL REVENUE AND EXPENDITURE REPORT (SAMPLE)**Operating Agreements**

Park Unit _____

Operating Agency _____

State's Fiscal Year _____ to _____

Estimated Total Visitors _____

	Gross Revenue	Expenditures	Balance
Visitor Entrance or Use Fees			
Parking Fees			
Concession _____			
Gross Sales \$ _____			
Concession _____			
Gross Sales \$ _____			
Concession _____			
Gross Sales \$ _____			
Special Events			
Miscellaneous Revenue			
Total Annual Revenue			
Salaries & Wages			
Maintenance & Housekeeping			
Utilities			
Capital Improvement Projects			
Miscellaneous Expenses			
Total Annual Expense			
Grand Totals			

Preparer Name _____ Date _____

Phone Number _____

EXHIBIT C – LICENSE/PERMISSION FOR USE OF TRADEMARKS**LICENSE/PERMISSION FOR USE OF TRADEMARKS**State of California - The Resource Agency
DEPARTMENT OF PARKS AND RECREATION

REGISTRAR NAME _____, hereinafter called the "Licensee."			
Subject to the terms and conditions of this Agreement, the California Department of Parks and Recreation ("State Parks") grants permission to use certain trademarks (the "Mark(s)"), created and owned by State Parks in accordance with the terms and conditions of this License, identified as follows:			
The State Park Logo Registration No. 2437051			
See http://search.parks.ca.gov/pages/321/files/BrandHandbookJanuary2007.pdf , incorporated herein, for additional provisions regarding use of the Mark, including specifications, registration, and logo usage guidelines.			
State Parks hereby grants to the Licensee the non-exclusive, non-transferable, non-sublicensable right and license to use the Mark pursuant to the terms and conditions of this license from and including _____ through _____, intended to match and run concurrent with Licensee's Concession Contract with State Parks.			
This license shall authorize the use of the Mark and associated goodwill, in connection with only the following:			
Any additional use shall require written permission and/or the payment of fees. This permission is non-transferable and non-sublicensable. This is not an exclusive privilege to the user, and State Parks reserves the right to make the Mark available to others.			
Licensee shall not modify or alter the Mark in any way without prior written approval from State Parks.			
All uses of the Mark must be accompanied by the trademark registration symbol (®) unless it is infeasible from a design standpoint.			
IN NO EVENT SHALL STATE PARKS BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT. STATE PARKS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PERMISSION TO USE THE MARK IS GRANTED "AS IS."			
Licensee agrees to indemnify, protect, hold harmless, and defend State Parks from and against any liability that might arise from any and all use of the Mark by Licensee, its licensees, successors or assigns.			
Goodwill and Quality Control			
A. Licensee recognizes the great value and goodwill associated with the Mark and acknowledges that such goodwill belongs to State Parks. Licensee further acknowledges that the Mark has acquired a secondary meaning among the public. Licensee agrees not to take any action that could be detrimental to the goodwill associated with the Mark or to State Parks.			
B. Before Licensee uses the Mark on any materials, it shall send a copy of each representative item showing the proposed use to, and obtain written approval from, State Parks. State Parks shall not unreasonably withhold or delay such approval.			
Third Party Infringement			
State Parks, at its sole discretion, shall take whatever action it deems advisable in connection with any unauthorized use of the Mark(s) by a third party. State Parks shall bear the entire cost and expense associated with any such action, and any recovery or compensation that may be awarded or otherwise obtained as a result of any such action shall belong to State Parks.			
The provisions above constitute page 1 of 2 of this agreement. Page 2 must be initialed by both parties for this agreement to be valid.			
AGREED AND ACCEPTED			
State of California Department of Parks and Recreation		LICENSEE	
BY _____	DATE _____	BY _____	DATE _____
		PRINTED NAME AND TITLE OF PERSON SIGNING	
TITLE _____	CITY/STATE/ZIP _____	ADDRESS _____	
PHONE NO. _____	EMAIL _____	PHONE NO. _____	EMAIL _____

ENCLOSURE

LICENSE/PERMISSION FOR USE OF TRADEMARKSState of California - The Resource Agency
DEPARTMENT OF PARKS AND RECREATION

The provisions below constitute page 2 of 2 of this agreement. This page must be initialed by both parties for this agreement to be valid.

Ownership Rights

Licensee acknowledges State Park's exclusive right, title and interest in and to the Mark. Licensee further covenants that it shall not at any time challenge or contest the validity, ownership, title and registration of State Parks in and to the intellectual property or the validity of this License. Licensee's use of the Mark shall inure to the benefit of State Parks. If Licensee acquires any trade rights, trademarks, equities, titles, or other rights in and to the Mark, by operation of law, usage, or otherwise, Licensee shall, upon the expiration of this License, assign and transfer the same to State Parks without any consideration other than the consideration of the License. All rights not specifically transferred by this License are reserved to State Parks.

Termination

A. State Parks shall have the right to terminate the License without cause upon sixty (60) days notice if the Licensee's Concession Contract with State Parks is terminated, whereupon all rights granted herein shall revert immediately to State Parks.

B. Upon early termination by State Parks or by expiration of the License, the License shall terminate. Licensee's rights shall cease immediately and Licensee shall discontinue all use of the Mark(s) and/or other licensed property at once. Licensee shall dispose of all goods, works and materials bearing or relating to the Mark in accordance with State Park's instructions and consistent with the terms and conditions of the Concession Contract.

No Partnership or Agency Created

Nothing herein shall be construed to constitute the parties hereto as partners or joint ventures, nor shall any similar relationship be deemed to exist between them. Further, nothing in this License shall make one party the agent of the other, and neither party has power or authority to bind the other.

Applicable Law

This License shall be construed in accordance with the laws of the State of California; Licensee consents to jurisdiction of the courts of Sacramento, California.

Integration

This License, the Brand Standards Handbook, and the Concession Contract referenced herein, constitute the entire agreement between the parties hereto and shall not be modified, amended, or changed in any way except by written agreement signed by both parties hereto. This License shall be binding upon and shall inure to the benefit of the parties, their successors, and assigns.

Notices

All notices and reports to be sent to State Parks shall be in writing and shall be mailed or delivered to California Department of Parks and Recreation, Concessions Division, PO Box 942896, Sacramento CA 94296-0001. All notices to be sent to Licensee shall be mailed or delivered to the address specified on the first page of the License form. All notices and reports shall be deemed delivered immediately upon personal delivery, or, if mailed, three (3) days after being deposited in the United States mail system, postage prepaid, first class mail, and properly addressed. State Parks and Licensee shall provide notice to the other of any change in address.

Modifications

This License may not be modified except by a written instrument, signed by both parties, making specific reference to this License by date, parties and subject matter.

Severability

The invalidity or unenforceability of any provision of this License, or the invalidity or unenforceability of any provision of this License as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any of the other provisions of this License or any other applications of such provisions, as the case may be.

Attorneys Fees

If litigation becomes necessary to secure compliance with the terms and conditions of this License, to recover damages and/or to terminate the License, the prevailing party in any legal action shall be entitled to recover reasonable attorney fees and expenses incurred.

AGREED AND ACCEPTED

LICENSEE'S INITIALS	DATE	LICENSEE'S INITIALS	DATE
▶		▶	

adms



City of Carpinteria

COUNCIL AGENDA STAFF REPORT December 13, 2021

ITEM FOR COUNCIL CONSIDERATION

Amendment No. 2 to Agreement with West Coast Arborists, Inc. for a One-Year Term Extension and Increase to Related Costs to Provide Tree Maintenance Services.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Authorize the City Manager to execute Amendment No. 2 to the Agreement with West Coast Arborists, Inc. for a one-year term extension to provide tree maintenance services in an amount not-to-exceed \$144,577 for a total amended agreement amount of \$648,179.

Sample Motion: I move to authorize the City Manager to execute Amendment No. 2 to the Agreement with West Coast Arborists, Inc. for a one-year term extension to provide tree maintenance services in an amount not-to-exceed \$144,577 for a total amended agreement amount of \$648,179.

(This motion requires a roll call vote.)

BACKGROUND

The Public Works Department's Right-of-Way Maintenance Program provides for the maintenance of all City rights-of-way which includes curbs, gutters, sidewalks, street landscaping, benches, trash receptacles, bicycle racks, tree trimming, removal of hazardous or dead trees, planting of new trees, and graffiti removal. Tree trimming is typically performed by the Public Works Department Street Maintenance Division. For larger tree maintenance work such as removing and replacing trees and inspections by certified arborists, these are performed by contract services.

In 2015, the City solicited proposals through a Request for Proposal (RFP) process for tree maintenance services. The City received only one proposal from the RFP process which was from West Coast Arborists, Inc. On November 23, 2015, the City Council approved a five-year term agreement (Agreement) with West Coast Arborists, Inc.,

which includes the option to extend the agreement for three, one-year term periods and not to exceed a total of eight years. On November 23, 2020, the City Council authorized the City Manager to execute Amendment No. 1 to the Agreement. Amendment No. 1 expired on November 23, 2021.

The purpose of this agenda matter is to authorize the City Manager to execute Amendment No. 2 to the Agreement, extending the term by one-year to November 23, 2022, and approving related additional cost in the amount of \$144,577.

DISCUSSION

In accordance with the Agreement, the City has the option to exercise three, one-year term periods and not to exceed a total of eight years. West Coast Arborists, Inc. has requested for a one-year term extension to the Agreement including an increase of unit prices. The Agreement has no provisions for price adjustments.

Staff evaluated the performance of West Coast Arborists, Inc. and determined it to be satisfactory. Staff further evaluated the proposed unit prices, and found it to be consistent with the changes in the price level of the Consumer Price Index (CPI). (The CPI is a nationally accepted measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services.) Should the City Council approve staff's recommendation, there will remain a final one-year term extension available at the City's option.

POLICY CONSISTENCY

The recommendation is consistent with Carpinteria Municipal Code Chapter 12.28 (Street Trees, Shrubs and Plants) which establishes rules and regulations relating to the planting, care, maintenance and removal of trees, shrubs and any other plantings in public areas, rights-of-way and easements, and relating to certain activities on private property. The recommendation is also consistent with the City's current Street Tree Management Plan. Finally, the recommendation is consistent with the City's risk management interests.

FINANCIAL CONSIDERATIONS

The proposed unit prices by West Coast Arborists, Inc. reflect a cost adjustment of 3.6-percent based on the Consumer Price Index for All Urban Consumers (CPI-U) in the West Region - Size Class B/C. The unit prices, upon approval, would become effective from November 24, 2021 to November 23, 2022. The following table illustrates the price increase from Amendment No. 1 executed in November 2020:

Agreement Term	Amount	CPI-U Adjustment	Adjusted Amount
Original Agreement (Five-Year Term)	\$364,049	N/A	N/A

Amendment No. 1 (One-Year Extension)	\$121,350	15%	\$139,553
Amendment No. 2 (One-Year Extension)	\$139,553	3.6%	\$144,577

The City's Adopted Fiscal Year 2021-22 Budget includes an allocation of Measure A Funds sufficient to cover the cost of Amendment No. 2. In addition to Measure A Funds, there is also \$150,000 of Measure X Funds in the Adopted Fiscal Year 2021-22 Budget to address trees in special condition streets.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommendation is in accordance with the terms of the current agreement with West Coasts Arborists, Inc.

OPTIONS

1. Amendment No. 2 to Agreement with West Coast Arborists, Inc. for a One-Year Term Extension and Related Increase in Costs to Provide Tree Maintenance Services. (Staff recommendation)
2. The City Council could choose not to authorize the City Manager to execute Amendment No. 2 of the Agreement and provide further direction to staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

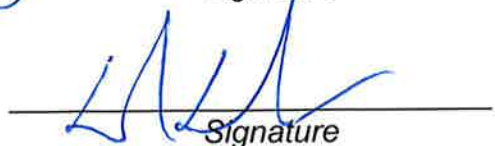
ATTACHMENTS

Attachment A: Amendment No. 2 to Agreement with West Coast Arborists, Inc.

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

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


Signature


Signature

ATTACHMENT A

Amendment No. 2 to Agreement with West Coast Arborists, Inc.

SECOND AMENDMENT TO AGREEMENT FOR TREE MAINTENANCE SERVICES

This Second Amendment ("Amendment") is made this 13th day of December, 2021 to an agreement for tree maintenance services between the City of Carpinteria ("City") and West Coast Arborists, Inc. ("Contractor") dated the 23rd day of November, 2015 ("Agreement").

The Agreement between City and Contractor currently provides under Section 3 (Term.), the ability for the City to extend the Agreement on the same terms for three (3) additional one (1) year periods, at the City's option; and

The City exercises its option to extend the Agreement by one (1) additional year until November 23, 2022 ("Option Period") and to increase the annual agreement cost by three and 6/10 percent (3.6%) as requested by Contractor in Exhibit A for an amount not-to-exceed \$144,577 for a total amended Agreement amount of \$648,179; and

The Contractor agree to complete Basic Work consistent with Section 1.1 (Basic Work) and complete said basic work during the Option Period; and

The City and Contractor agree that except as expressly modified by this Amendment, all other provisions, terms and conditions of the Agreement remain unchanged and in full force and effect; and

The City Council, on this 13th day of December, 2021, approves this Amendment and authorizes the City Manager to execute this Amendment.

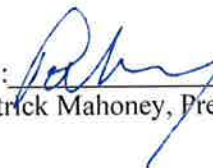
Now therefore the City and Contractor agree as follows that Agreement be, and hereby is, amended consistent with the foregoing.

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"
West Coast Arborists, Inc.

By: _____
David Durflinger, City Manager

By:  _____
Patrick Mahoney, President

APPROVED AS TO FORM:
City of Carpinteria

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

EXHIBIT A

West Coast Arborists, Inc. Extension Letter and Price Sheet for FY 2021-22



November 09, 2021

CITY OF CARPINTERIA
ATTN: JOHN ILASIN
5775 CARPINTERIA AVENUE
CARPINTERIA, CA 93013

RE: Tree Maintenance Services performed by WCA, Inc.

Dear Mr. Ilasin,

As we approach the end of the current contract year, West Coast Arborists, Inc. would like to take this opportunity to convey our sincere gratitude to you and your staff for another successful year. Together, we have worked diligently to maintain the integrity, health and preservation of the community's urban forest.

The purpose of this letter is to express our interest in continuing with the agreement for an additional year with a slight adjustment in cost. The adjustment is a result of Consumer Price Index (CPI) changes and increased labor costs as determined by the California Department of Industrial Relations. We respectfully request a cost adjustment based on the Consumer Price Index (CPI) for the area from the previous calendar year, as published by the Department of Labor's Bureau of Labor Statistics. Please note that the actual CPI is recorded at 5.7% from September - September, however, we can agree to utilize the CPI based on Half Year.

Effective Date: November 24, 2021

CPI Adjustment Requested: 3.60%

Region Area: West - Class B/C

We appreciate your consideration in this matter and look forward to continuing our successful business relationship. Should you have any questions or require additional information, please do not hesitate to email me at vgonzalez@wcainc.com or call me at **(800) 521-3714**.

Sincerely,

Victor M. Gonzalez
Vice President, Business Development

West Coast Arborists, Inc.

2200 E. Via Burton · Anaheim, California 92806 · 714.991.1900 · 800.521.3714 · Fax 714.956.3745

**Schedule of Compensation for Year 2021 - 2022****Tree Maintenance Services performed by WCA, Inc.**

Item	Description	Unit	Proposed Prices
1	Grid/Annual/Park Prune	Each	\$80.80
2	Service Request Prune	Each	\$149.00
3	Biennial Chinese Elm Prune	Each	\$149.00
4	Grid Palm Prune	Each	\$80.80
5	Crown Reduction/Restoration	Each	\$327.40
6	Palm Skinning	Foot	\$20.00
7	Water Sprout/Sucker Removal	Each	\$89.00
8	Tree & Stump Removal 0-6 DSH	Each	\$238.30
9	Tree & Stump Removal 7-12 DSH	Each	\$476.50
10	Tree & Stump Removal 13-18 DSH	Each	\$714.85
11	Tree & Stump Removal 19-24 DSH	Each	\$953.00
12	Tree & Stump Removal >24 DSH	Each	\$1,429.00
13	Stump Only Removal 12-24 DSH	Each	\$286.00
14	Stump Only Removal 25-36 DSH	Each	\$470.00
15	Stump Only Removal >36 DSH	Each	\$589.00
16	Plant 24" Box Tree - city furnished	Each	\$297.85
17	Plant 36" Box Tree - city furnished	Each	\$953.00
18	Crew Rental - per worker	Man Hour	\$80.80
19	Emergency Response Services - per worker	Man Hour	\$107.25
20	Arborist Services	Man Hour	\$149.00
21	Tree Watering - per worker	Man Hour	\$74.60
22	Specialty Equipment Rental	Hour	\$149.00

The proposed rates reflect a cost adjustment of 3.6% based on the CPI for All Urban Consumers (CPI-U) in the West Region - Size Class B/C. The rates, upon approval, will become effective 11/24/21 and valid through 11/23/22.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT December 13, 2021

ITEM FOR COUNCIL CONSIDERATION

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

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Schedule a special City Council meeting for consideration of the Annual Work Plan, to be held from 8:00 am to approximately noon, on Saturday, January 22, 2022.

Sample Motion: I move to schedule a special City Council meeting for consideration of the Annual Work Plan, 8 a.m. to approximately noon, Saturday, January 22, 2022.

BACKGROUND

Each year in late January, the City Council, City Manager and staff Department Heads assemble at a noticed public meeting to discuss strategic issues and the Annual Work Plan. This year the meeting is proposed to be scheduled for Saturday, January 22, 2022, from 8:00 am to approximately 12:00 pm, in the Council Chambers. The draft Annual Work Plan will be distributed to the City Council and made available to the public on Friday, January 14th.

The purpose of this agenda matter is to allow for the Council to take action necessary to schedule a special meeting for consideration of the Annual Work Plan.

DISCUSSION

The Annual Work Plan document is the primary document that guides new or significantly modified staff work for the coming year. The document includes a brief description of all Departments, including a mission statement, and detailed information about each Department's proposed work. Each proposed work item in the Plan includes a project description, objective and policy description, description of previous and ongoing work, list of work tasks and products, estimated completion date, financial and staffing requirements, department responsibilities and funding sources.

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 Plan.

In order to stimulate strategic thinking in advance of the meeting, each City Council member is asked to consider the attached questionnaire. Responses received prior to Tuesday, January 4, can best be considered as a part of the drafting of the Work Plan. All City Council member responses to the questionnaire will be published as an appendix to the meeting staff report and made available for public review, as usual, prior to the meeting.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The Annual Work Plan meeting is a special meeting of the City Council pursuant to Carpinteria Municipal Code section 2.04.020, and staff is seeking the City Council's agreement to schedule the meeting for Saturday, January 22, 2021, from 8:00 am to approximately 12:00 pm. The meeting is open to the public and will be noticed, as usual, by publishing an advertisement in the newspaper, posting the agenda and making the agenda materials available in advance of the meeting through the City Clerk's office and the City website.

The Annual Work Plan includes projects and programs, or changes to them, as needed to implement certain recommendations of the City's most recent Risk Management Evaluation.

POLICY CONSIDERATIONS

Conducting the Annual Work Plan meeting at a time and place where the Councilmembers, staff and the public can dedicate a significant block of time for discussion of this important work is helpful to the strategic and work planning deliberation process. Setting a special meeting date that allows for this time can be found consistent with the City's interest in promoting good governance, including efficient use of public resources and encouraging public participation.

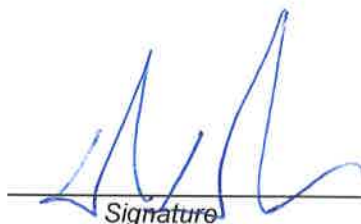
FINANCIAL CONSIDERATIONS

The Annual Work Plan is an important precursor to the drafting of the budget for the coming fiscal year, i.e., July 1, 2022 through June 30, 2023. Through the budget process, which typically begins in March with Finance Committee meetings on the budget and concludes in June with the adoption of the budget by City Council, it will be determined what projects and programs are to be funded, and the basis for determining program/service effectiveness (performance measurement).

ATTACHMENT

Questionnaire

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



Signature

Work and Strategic Planning Questionnaire

2022

The purpose of this questionnaire is to stimulate strategic thinking, assist Council members in preparing for deliberation on annual work priorities and to provide City staff with information as a part of the preparation of a draft 2022 Work Plan.

A. The following three questions are an initial prompt intended to stimulate strategic thinking. They do not require a written response.

What is the community like now?

What will the community be like in 10 years if no action is taken by the City?

What will the community be like in 10 years through effective City stewardship, projects, programs and services?

B. The following questions are a part of a traditional Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis for strategic thinking. (Separate sheets may be used to respond if more space is needed).

1. What do you see as the City's greatest strengths (e.g., fiscal condition, government transparency, etc.)?

2. What do you see as the City's best opportunities for improving the Carpinteria?

3. What do you see as the City's greatest weaknesses (e.g., limited revenue sources, condition of infrastructure, etc.)?

4. What do you see as the greatest threats to the City promoting its vision and mission?

C. Are new and/or changed projects, programs and/or services needed to address the things you've identified above? If so, describe them here:

1.

2.

3.

4.

5.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT December 13, 2021

ITEM FOR COUNCIL CONSIDERATION

City Council District Mapping, Second Pre-Map Hearing: Presentation around the principles of districting, opportunity for pre-map public input on communities of interest and city districts. Presentation from the public of any maps identifying communities, discussion of preferences of neighborhoods, geographic or other features that should be considered in drawing of public plans.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Receive the staff presentation, open the public hearing and receive public comment, close the public hearing and schedule the next meeting.

Sample Motion: I move to receive and file the presentation and public comments received to date.

INTRODUCTION

This is the second of five public meetings required as a part of the City's process for drawing City Council district maps, which will culminate with the scheduled adoption of the Council Districts Map by the City Council in March 2022. The purpose of this second meeting is to receive public input on communities of interest and districts and to review additional information important to the process of drawing public plans for Council consideration. Pursuant the City's schedule for drawing and adopting district maps for the November 2022 municipal election, this matter will be considered at regular City Council meetings in January, February and March.

Information about the Carpinteria City Council Districting process can be accessed through the City website home page here: www.carpinteriaca.gov or by contacting the City at (805) 684-5405.

BACKGROUND

Election Systems

Most public agencies in California conduct elections for their governing board in one of two formats: at-large or district-based. In the at-large election system, the governing board members are elected by vote of the entire populace of the jurisdiction and each voter may cast one vote for each open seat. In the district-based system, the jurisdiction is divided into separate districts and each voter may cast a vote only for a candidate seeking election to the seat that represents the district he or she resides within. Since its incorporation in 1965, the City of Carpinteria ("City") has utilized an at-large elections system for City Council elections. The five members of the City Council are elected to four-year, overlapping terms; elections are held every even-numbered year. The mayor and vice mayor are selected by their fellow Council members and customarily serve four-year terms.

The Notice of Violation

On July 3, 2017, the City received a Notice of Violation of California Voting Rights Act (the "Notice") from attorney Robert Goodman on behalf of residents Jatzibe Sandoval and Frank Gonzalez ("Prospective Plaintiffs").

At the Council's July 31, 2017 meeting, the Council received a report on the California Voting Rights Act ("CVRA") and the Notice and heard public comment on potentially transitioning to district-based elections. A majority of those commenting spoke in favor of instituting a district-based election system. At its meeting of August 14, 2017, the City Council adopted Resolution No. 5743, declaring its intention to transition from at-large to district-based elections by November of 2022.

On August 14th of 2017 the City Council executed a Conditional Settlement Agreement and Release providing that per the adoption of Resolution No. 5743 the Prospective Plaintiffs should not bring suit against the City prior to Nov 9, 2022 for any cause of action related to the City's electoral system.

Mapping Process

In April 2019, the City Council approved by resolution the formation of a District Elections Ad hoc Committee (Committee), on which Councilmembers Alarcon and Clark have been assigned. The City subsequently entered into a consultant services agreement in October of 2019 with Redistricting Partners to assist the City with the process of drawing district boundaries. A primary purpose of the Committee's work included developing a plan to gain public input consistent with the CVRA on communities of interest and drawing a map. The Committee has now concluded its work with the last meeting being held on October 20, 2021.

To date, the City Council has held meetings on this matter on July 31, 2017; August 14, 2017; April 8, 2019; June 28, 2021; July 26, 2021; November 8, 2021. District Mapping

public workshops were held Monday, September 20th at 5:30; Wednesday, September 22 at noon; and Sunday September 26 at 2:00 p.m. The workshops were conducted to allow for both in person and remote testimony via the Zoom virtual meeting platform.

DISCUSSION

With direction from the City Council Ad hoc Committee and support from the City's consultant, the City has established information and tools to inform and assist the public in participating in the City Council's process for preparing Council District Maps consistent with the state law. This includes:

1. Creating a District Elections Website
2. Holding meetings and workshops on the District Mapping process and Communities of Interest.
3. Making District Mapping Tools available

This is the second of two meetings planned in advance of City Council meetings where public maps will be reviewed. The two pre-map meetings are intended to provide an opportunity to continue the process of informing and educating the public about how to participate in public map drawing. The City has made two processes available, digital map drawing via a portal on the City's District Mapping website and hardcopy maps mailed to each household. Materials were mailed beginning the week of November 8. As of December 7, 2021 the City has received a total of 95 completed maps that address districts or communities of interest.

City staff has compiled answers to frequently asked questions and will address these for the benefit of the City Council and public.

POLICY CONSISTENCY

It is the goal of the District Elections Ad-Hoc Committee as well as that of the City to adhere to the Federal and State Voting Rights Act during this transition to district-based council elections.

FINANCIAL CONSIDERATIONS

Cost associated with this work includes a consultant service agreement, which is a part of projected expenses included in the adopted Fiscal Year 2021-22 budget.

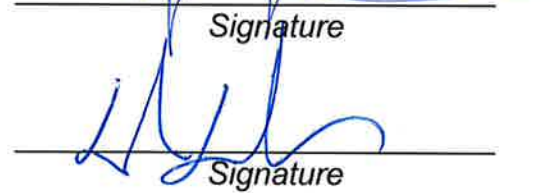
LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney's Office is supporting the District Mapping process and will be available to answer questions concerning this matter.

Staff contact: Olivia Uribe Mutal, Program Manager
805-755-4450, OliviaU@ci.carpinteria.ca.us



Signature



Signature

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



City of Carpinteria

COUNCIL AGENDA STAFF REPORT December 13, 2021

ITEM FOR COUNCIL CONSIDERATION

Ordinance No. 750, adding Article V (Specific Regulations for Organics Waste Disposal, Reduction, Recycling, and Solid Waste Collection) to Chapter 8.08 (Integrated Waste Management) of the Carpinteria Municipal Code.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Approve Ordinance No. 750, waive further reading, introduce as read by title only, and continue to January 10, 2022 for second reading and adoption.

Sample Motion: I move to approve Ordinance No. 750, waive further reading, introduce as read by title only, and continue for adoption to January 10, 2022.

(Requires reading of ordinance title and a roll call vote.)

BACKGROUND

Senate Bill (SB) 1383, Short-lived Climate Pollutants, was signed into law on September 19, 2016, requiring local jurisdictions to reduce organic waste disposal by 75-percent and increase edible food recovery by 25-percent by 2025. SB 1383 was enacted in order to reduce greenhouse gas emissions by diverting organic waste from landfills as the decomposition of such materials emit methane, which is a climate pollutant 72-times more potent than carbon dioxide. Landfills are the third largest producer of methane and responsible for 21-percent of the state's anthropogenic (caused by humans) methane emissions. Fossil fuel production and agriculture are the two largest sources of methane. SB 1383 is the most significant waste reduction mandate to be adopted in California in the last 30 years.

SB 1383 regulations take into effect on January 1, 2022. Additionally, SB 1383 mandates all businesses and residents have access to recycling programs that capture food scraps and landscaping debris, among other organic waste items.

SB 1383 builds on Assembly Bill (AB) 1826, which went into effect on April 1, 2016. AB 1826 currently requires any business generating two cubic yards and more of commercial solid waste per week and multi-family complexes with five units and more to recycle their organic waste. Under AB 1826, multi-family complexes are only required to recycle landscape debris.

In coordination with the City's solid waste hauler, E.J. Harrison & Sons, the City continues the expansion of the existing organics program. The AB 1826 program leads into the January 1, 2022, implementation of SB 1383. Staff is currently working with E.J. Harrison & Sons and the County of Santa Barbara to make planning and programmatic changes ahead of this deadline. On February 18, 2021, staff also advised the City's Utilities Committee (Council Members Lee and Nomura) about SB 1383.

The draft Ordinance No. 750 proposes comprehensive regulations as required by SB 1383. The requirements include implementation and enforcement of requirements for waste generators to participate in organic waste collection programs. This includes for owners of multi-family and commercial properties, and property managers to support organic waste disposal reduction. Commercial edible food generators will be required to recover edible food through contracts or written agreements with food recovery organizations and services. Ordinance No. 750 would also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange for the maximum amount of their edible food, that would otherwise be disposed, to be recovered for human consumption.

The purpose of this agenda matter is for the City Council to approve on first reading Ordinance No. 750.

DISCUSSION

Ordinance No. 750 would enact the new regulations in Carpinteria Municipal Code Chapter 8.08 and is the key milestone to meeting the requirements of SB 1383. Ordinance No. 750 would mandate organic waste generators, haulers, and other entities to SB 1383 regulations.

The following seven components of SB 1383 are required to be complied with by all local jurisdictions:

1. Ordinance Adoption. Adopt an ordinance implementing the regulations of SB 1383. SB 619 allows jurisdictions additional time to implement this ordinance. Notice to the California Department of Resources Recovery and Recycling (CalRecycle) has been done through the CalRecycle Local Assistance branch.
2. Education and Outreach. Conduct annual community outreach and education to residents, schools, businesses, and edible food generators [i.e. grocery stores ("tier one" generators) and restaurants/caterers ("tier two" generators)].

3. **Organics and Recycling Collection.** Provide residents and businesses access to organics and recycling collection services.
4. **Contamination Monitoring.** Conduct waste audits of trash, recycling, and organics routes to check bins for contamination.
5. **Procurement Requirements.** Beginning January 1, 2022, the local jurisdiction must annually procure 1,056 tons of recycled organic waste products including, but not limited to, compost, mulch, and renewable natural gas. All of these products must be derived from a permitted in-vessel organic digestion or compost facility. Additionally, the local jurisdiction is required to only purchase paper products that are post-consumer, recycled content and must track all purchases.
6. **Edible Food Recovery.** Identify edible food generator businesses that are required to implement edible food recovery programs. This shall also include coordination with the county jurisdiction to facilitate capacity planning for food recovery.
7. **Annual Reporting.** Maintain accurate and timely records of all SB 1383 compliance for annual reporting to CalRecycle including the implementation of the Green Building Code and the local jurisdiction's Water Efficient Landscape Program.

Ordinance No. 750 would add Article V (Specific Regulations for Organic Waste Disposal Reduction, Recycling and Solid Waste Collection) to Carpinteria Municipal Code Chapter 8.08 with the following sections:

- 8.08.800 - Purpose and findings.
- 8.08.810 - Title of ordinance.
- 8.08.820 - Definitions.
- 8.08.830 - Requirements for single-family generators.
- 8.08.840 - Requirements for commercial businesses.
- 8.08.850 - Waivers for generators.
- 8.08.860 - Requirements for commercial edible food generators.
- 8.08.870 - Requirements for food recovery organizations and services.
- 8.08.880 - Requirements for haulers and facility operators.
- 8.08.890 - Self-hauler requirements.
- 8.08.900 - Compliance with CAL Green recycling requirements.
- 8.08.910 - Model water efficient landscaping ordinance requirements.
- 8.08.920 - Procurement requirements for city departments, direct service providers, and vendors.
- 8.08.930 - Inspections and investigations.
- 8.08.940 - Enforcement.
- 8.08.950 - Coordination and interpretation in conjunction with related solid waste ordinances.
- 8.08.960 - Effective date.

In addition to adopting an organic waste recycling and food recovery ordinance, SB 1383 requires local jurisdictions to have ordinances or other enforceable mechanisms in place for the following two programs:

1. Compliance with the California Green Building Standards Code, 24 CCR, Part 11 as amended July 1, 2019 and effective January 1, 2020 ("CalGreen SB 1383 Baseline Requirements"). This includes construction and demolition ("C&D") recycling requirements for Organic Waste commingled with C&D and for provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Code.
2. Compliance with a Model Water Efficient Landscaping Ordinance (MWELO). This requires compliance with Sections 492.6(a)(3)(B) (C), (D), and (G) of the Model Water Efficient Landscaping Ordinance (MWELO) as amended September 15, 2015 ("MWELO SB 1383 Baseline Requirements"). MWELO requires new construction and landscaping projects to meet water efficient landscape standards for compost and mulch application. Incorporating organic matter like compost and mulch in landscaping increases water retention and promotes productive plant growth. Compost and mulch also provide many direct and indirect benefits when used in landscaping and as a component of systems and treatments designed for carbon sequestration, erosion control, fire remediation, stormwater management, and other uses.

Ordinance No. 736 adopted the 2019 California Green Building Code Standards and Ordinance No. 641 adopted the MWELO. Although the City has adopted enforceable mechanisms for CalGreen and MWELO standards, the MWELO and CalGreen provisions specific to solid waste and recycling programs are reiterated in Ordinance No. 750 for clarity and ease of administration and interpretation.

Although staff has closely followed direct guidance from CalRecycle with respect to the terms and provisions for Ordinance No. 750, the programs enacted by SB 1383 (as implemented through the proposed Ordinance No. 750) are so new, complex, and comprehensive that there is some uncertainty as to how the programs will function in actual practice. Once staff and E.J. Harrison & Sons performs actual implementation and work pursuant to Ordinance No. 750, the City may discover the need for additional fine-tuning of the regulations to accord with actual practice. Thus, the City Council should expect minor regulation revisions in the future.

City and Solid Waste Hauler Implementation Efforts to Date

In August 2021, staff reached out to businesses and multi-family complexes by way of mailers which notified them of the state's solid waste and recycling mandates and the necessary steps they may need to take to ensure compliance. A written waiver program was developed for those locations that do not generate organics (green waste and food

waste) and a third-party reporting form was developed to track organic materials being hauled by landscapers and other services.

Staff and E.J. Harrison & Sons will continue to conduct outreach and education to residents and businesses with the goal of ensuring all residents and businesses have access to organics recycling collection services.

POLICY CONSISTENCY

The establishment of these regulations is a requirement of SB 1381 and required to be implemented by January 1, 2022. This is a part of the City's Integrated Waste Management policies and goals.

This ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061 (b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in this ordinance, will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, organics, and recyclables, represent actions by a regulatory agency (i.e. City) for the protection of the environment. Additionally, the proposed ordinance is not a "Project" for the purposes of CEQA as that term is defined in CEQA Guidelines Section 15378.

FINANCIAL CONSIDERATIONS/FISCAL IMPACT

SB 1383 implementation will entail additional staffing and administrative costs to both the City and E.J. Harrison & Sons as well as capital outlays by E.J. Harrison & Sons. At this time, an accurate account of additional costs is not known until actual program implementation is undertaken. Costs of SB 1383 implementation are most likely to be recovered through a refuse and recycling service rate adjustment to be proposed by E.J. Harrison & Sons in the coming year and/or the recovery of City-incurred costs through administrative fees to be paid by E.J. Harrison & Sons to the City pursuant to solid waste franchise agreement.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Should the City Council not adopt Ordinance No. 750, the City will be subject to enforcement action from CalRecycle.

OPTIONS

No other options are recommended except those mandated by Chapter 12 of Title 14, Division 7 of the California Code of Regulations which requires local jurisdictions to adopt an ordinance of similarly enforceable mechanism by January 1, 2022.

PRINCIPAL PARTIES EXPECTED AT MEETING

Kimberly Nilsson, Solid Waste Solutions, Inc.

ATTACHMENTS

Attachment A: Ordinance No. 750

Staff contact:

Erin Maker, Environmental Program Manager
(805) 495-7521, erinm@ci.carpinteria.ca.us

Reviewed by:

John L. Ilasin P.E., Public Works Director
(805) 684-5405, johni@ci.carpinteria.ca.us

Reviewed by:

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


Signature


Signature


Signature

ATTACHMENT A

Ordinance No. 750

ORDINANCE NO. 750
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CARPINTERIA, CALIFORNIA, ADDING ARTICLE V (SPECIFIC
REGULATIONS FOR ORGANICS WASTE DISPOSAL, REDUCTION,
RECYCLING, AND SOLID WASTE COLLECTION) TO CHAPTER 8.08
(INTEGRATED WASTE MANAGEMENT) OF THE CARPINTERIA
MUNICIPAL CODE TO ENACT REGULATIONS IN COMPLIANCE WITH
SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND
ORGANICS RECYCLING AND RELATED SOLID WASTE AND
RECYCLING PROCESSING AND REPORTING

WHEREAS, Assembly Bill (AB) 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) solid waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, AB 341 of 2011 places requirements on businesses and multi-family property owners that generate a specified threshold amount of solid waste to arrange for recycling services and requires the City to implement a mandatory commercial recycling program; and

WHEREAS, AB 1826 of 2014 requires businesses and multi-family property owners that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert organic waste from businesses subject to the law, and requires cities to implement a mandatory commercial organics recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery ("CalRecycle") to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations ("SB 1383 Regulations") place requirements on multiple entities including the City of Carpinteria, residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets; and

WHEREAS, the SB 1383 Regulations require the City to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations, and to reduce community food insecurity by requiring commercial edible food generators to arrange to have the maximum amount of their edible food, that would otherwise be disposed, be recovered for human consumption; and

WHEREAS, this Ordinance implements the requirements of AB 341, AB 1826, and the SB 1383 Regulations; and

WHEREAS, on December 13, 2021, the City Council of the City of Carpinteria held a duly noticed public hearing on the Ordinance, reviewed and considered the staff report, other written reports, public testimony and other information contained in the record.

THE CITY COUNCIL OF THE CITY OF CARPINTERIA DOES ORDAIN AS FOLLOWS:

SECTION 1. INCORPORATION OF RECITALS

The facts set forth in the recitals in this Ordinance are true and correct and incorporated by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in the Ordinance.

SECTION 2. ADDITION OF ARTICLE V (SPECIFIC REGULATIONS FOR ORGANICS WASTE DISPOSAL, REDUCTION, RECYCLING, AND SOLID WASTE COLLECTION) TO CHAPTER 8.08 (INTEGRATED WASTE MANAGEMENT) OF THE CARPINTERIA MUNICIPAL CODE

The Ordinance is hereby adopted by the addition of Article V (Specific Regulations for Organic Waste Disposal Reduction, Recycling and Solid Waste Collection) in Carpinteria Municipal Code Chapter 8.08 (Integrated Waste Management) to read in its entirety as shown in Exhibit "A" attached hereto and incorporated herein by this reference.

SECTION 3. EFFECTIVE DATE

This Ordinance shall be in full force and effect thirty (30) days following a second reading of the Ordinance; and before the expiration of fifteen (15) days following passage, this Ordinance shall be published once with the names of the members of the City Council voting for and against the same in the Coastal View News, a newspaper of general circulation, published in the City of Carpinteria.

SECTION 4. SEVERABILITY

If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decisions shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and

all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 5. CEQA EXEMPTION

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15060(c)(3) (this activity is not a "project" as defined in Section 15378) and 15060(c)(2) (this activity will not result in a direct or reasonably foreseeable change in the environment).

SECTION 6. LIMITED EFFECT

Except as explicitly provided herein, all other provisions of Carpinteria Municipal Code Chapter 8.08 (Integrated Waste Management) shall remain unchanged and in full force and effect.

PASSED, APPROVED AND ADOPTED on January 10, 2022, 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 Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held on January 10, 2022.

Acting City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

Exhibit "A"

Article V. - Specific Regulations for Organic Waste Disposal Reduction, Recycling and Solid Waste Collection

- 8.08.800 - Purpose and findings.
- 8.08.810 - Title of ordinance.
- 8.08.820 - Definitions.
- 8.08.830 - Requirements for single-family generators.
- 8.08.840 - Requirements for commercial businesses.
- 8.08.850 - Waivers for generators.
- 8.08.860 - Requirements for commercial edible food generators.
- 8.08.870 - Requirements for food recovery organizations and services.
- 8.08.880 - Requirements for haulers and facility operators.
- 8.08.890 - Self-hauler requirements.
- 8.08.900 - Compliance with CAL Green recycling requirements.
- 8.08.910 - Model water efficient landscaping ordinance requirements.
- 8.08.920 - Procurement requirements for city departments, direct service providers, and vendors.
- 8.08.930 - Inspections and investigations.
- 8.08.940 - Enforcement.
- 8.08.950 - Coordination and interpretation in conjunction with related solid waste ordinances.
- 8.08.960 - Effective date.

8.08.800 - Purpose and findings.

The City finds and declares:

A. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including Composting) Solid Waste generated in their cities to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

B. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires cities to implement a Mandatory Commercial Recycling program.

C. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires cities to implement a Mandatory Commercial Organics Recycling program.

D. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including cities, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires cities to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

8.08.810 - Title of ordinance.

This Article shall be entitled "Specific Regulations for Organic Waste Disposal Reduction, Recycling and Solid Waste Collection".

8.08.820 - Definitions.

"Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.

"CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations.

"California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this Chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

"City" means the City of Carpinteria, California, within its jurisdictional boundaries.

"City Enforcement Official" means the City Manager or his/her authorized designee(s) who is/are partially or wholly responsible for enforcing this this Chapter.

"Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.

"Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined hereinbelow of this Section 8.08.820 or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

"Compliance Review" means a review of records by a City to determine compliance with this Chapter.

"Community Composting" means any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

"Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this Chapter, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

"Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for Compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

"Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

"C&D" means construction and demolition debris.

"Designee" means an entity that a City contracts with or otherwise arranges to carry out any of the City's responsibilities of this Chapter as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

"Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Chapter or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this Chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

"Enforcement Action" means an action of the City to address non-compliance with this Chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

"Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its Generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including without limitation: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that, in City's or its Designee's reasonable opinion, would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

"Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

"Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

"Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

"Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;

2. A nonprofit charitable temporary food facility as defined in Section 113841 of the Health and Safety Code; and
3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7). If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Chapter.

“Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

“Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

“Food-Soiled Paper” is Compostable paper material that has come in contact with food or liquid, such as, but not limited to, Compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means Food Scraps and Food-Soiled Paper.

“Gray Container” has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste. Per the definition provided in 14 CCR Section 18982(a)(28), the Gray Container may actually be black, or black with a gray lid.

“Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

“Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including without limitation a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

“Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

“High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

“Inspection” means a site visit where a City reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Chapter.

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Chapter.

“Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of City or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

“Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

“MWELO” refers to the Model Water Efficient Landscape Ordinance, 23 CCR, Division 2, Chapter 2.7.

“Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the Composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

“Non-Local Entity” means the following entities that are not subject to the City’s enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):

1. Special district(s) located within the boundaries of the City.
2. Federal facilities, including, without limitation, military installations, located within the boundaries of the City.
3. Prison(s) located within the boundaries of the City, excepting that private prisons are considered Commercial Businesses and do not fall within this definition.
4. Facilities operated by the State park system located within the boundaries of the City.
5. Public universities (including community colleges) located within the boundaries of the City.
6. County fairgrounds located within the boundaries of the City.
7. State agencies located within the boundaries of the City.

“Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

“Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

“Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

"Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

"Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

"Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

"Prohibited Container Contaminants" means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City's Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City's Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

"Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

"Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

"Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

"Renewable Gas" means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

"Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

"Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include

mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

“SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this Chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

“Self-Hauler” means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-Hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

“Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

“Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semi-solid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-Solid Wastes, and other discarded solid and semi-Solid Wastes, with the exception that Solid Waste does not include any of the following wastes:

1. Hazardous waste, as defined in the State Public Resources Code Section 40141.
2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical

waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

"Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the Generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.

"Source Separated Blue Container Organic Waste" means Source Separated Organic Waste that can be placed in a Blue Container that (i) is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7), and (ii) excludes any other Organic Waste that an Organics Waste Facility may reject to maintain any organics-related Composting certifications including but not limited to organic carpets and textiles, contaminated wood or lumber, manure, digestate, biosolids, and sludges.

"Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the Generator, excluding Source Separated Blue Container Organic Waste; Non-Compostable Paper; Paper Products; Printing and Writing Paper; and any other Organic Waste that an Organics Waste Facility may reject to maintain any organics-related Composting certifications including but not limited to organic carpets and textiles, contaminated wood or lumber, manure, digestate, biosolids, and sludges.

"Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

"State" means the State of California.

"Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

"Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
3. Food Service Provider.
4. Food Distributor.
5. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Chapter.

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
2. Hotel with an on-site Food Facility and 200 or more rooms.
3. Health facility with an on-site Food Facility and 100 or more beds.
4. Large Venue.
5. Large Event.
6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Chapter.

“Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

8.08.830 - Requirements for single-family generators.

Organic Waste Generators shall subscribe to a three container collection service which includes a Blue Container, Green Container and Gray Container, and shall comply with the following requirements, except Single-Family Generators that meet the Self-Hauler requirements in this Carpinteria Municipal Code and to the extent permitted by the Code.

A. Shall subscribe to City's Organic Waste collection services for all Organic Waste generated as described in Section 8.08.830(B). City or its Designee shall have the right to review the number and size of a Generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family

Generators shall adjust their service level for collection services as requested by the City or its Designee. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

B. Shall participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.

1. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

8.08.840 - Requirements for commercial businesses.

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

A. Subscribe to City's three-container collection services and comply with requirements of those services as described below in Section 8.08.840(B), except Commercial Businesses that meet all Self-Hauler requirements set forth in the Carpinteria Municipal Code. City or its Designee shall have the right to review the number and size of a Generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City or its Designee.

B. Except Commercial Businesses that meet the Self-Hauler requirements in this Chapter participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below.

1. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.
2. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Subsections 3(a) and 3(b) below) for employees, contractors, tenants, and customers, consistent with City's Blue Container, Green Container, and Gray Container collection service or, if self-

hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 8.08.890.

3. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
 - a. A body or lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
 - b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
4. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirements in Subsection 3(b) pursuant to 14 CCR Section 18984.9(b).
5. To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its

compliance with its self-haul program, in accordance with Section 8.08.890.

6. Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for Contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
7. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
8. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
9. Provide or arrange access for City or its Designee to their properties during all Inspections conducted in accordance with 8.08.930 of this Chapter to confirm compliance with the requirements of this Chapter.
10. Accommodate and cooperate with City's program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented by City at a later date, to evaluate Generator's compliance with this Section 8.08.840(B).
11. At Commercial Business's option and subject to any approval required from the City, implement a program for Inspection of the contents of its Blue Containers, Green Containers, and Gray Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants.
12. If a Commercial Business wants to self-haul, meet the Self-Hauler requirements in Section 8.08.890 of this Chapter.
13. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

14. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 8.08.860.

8.08.850 - Waivers for generators.

A. De Minimis Waivers - City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this Chapter if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 8.08.850(A)(2) below. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 8.08.850(A)(2) below.
2. Provide documentation that either:
 - a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
3. Notify City if circumstances change such that Commercial Business's Organic Waste exceeds the threshold required for waiver, in which case the waiver will be rescinded.
4. Provide written verification of eligibility for de minimis waiver every 5 years, if City has approved de minimis waiver.

B. Physical Space Waivers – City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lack adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 8.08.840. A Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an Exemption Request form to the Public Works Department specifying the type(s) of collection services for which they are requesting a compliance waiver.
2. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
3. Provide written verification to the City Manager or his/her designee that it is still eligible for physical space waiver every five years, if City has approved application for a physical space waiver.

8.08.860 - Requirements for commercial edible food generators.

- A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:
 1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
 5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

- a. A list of each Food Recovery Service or Food Recovery Organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - iii. The established frequency that food will be collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
6. No later than July 1st of each year commencing no later than July 1, 2022 for Tier One Commercial Edible Food Generators and July 1, 2024 for Tier Two Commercial Edible Food Generators provide an annual Food Recovery report to the City that includes the records listed in Section 8.08.860(C)(5)(c).

D. Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.08.870 - Requirements for food recovery organizations and services.

- A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement

established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

C. Food Recovery Organizations and Food Recovery Services shall inform Generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).

D. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than July 1, 2022.

E. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides Solid

Waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

8.08.880 - Requirements for haulers and facility operators.

A. Exclusive or non-exclusive franchised hauler(s), as applicable, providing residential, Commercial, or industrial Organic Waste collection services to Generators within the City's boundaries shall meet the following requirements as a condition of approval of a contract, agreement, or similar contractual authorization with the City to collect Organic Waste:

1. Through written notice to the City annually on or before July 1, 2022, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.
2. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2. Notwithstanding the foregoing, hauler shall not be required to transport any containers with Prohibited Container Contaminants to a facility, operation, activity, or property that recovers Organic Waste.
3. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, Section 8.08.900 hereof.
4. The authorization of exclusive or non-exclusive franchised hauler(s), as applicable, to collect Organic Waste shall comply with any education, equipment, signage, container labeling, container color, Contamination, monitoring, and reporting requirements relating to the collection of Organic Waste contained within its franchise agreement with the City.

B. Requirements for Facility Operators and Community Composting Operations

1. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel

digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

2. Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

8.08.890 - Self-hauler requirements.

A. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that the City otherwise requires Generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

B. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

C. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the waste.
2. The amount of material in cubic yards or tons transported by the Generator to each entity.
3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the

weight of material but shall keep a record of the entities that received the Organic Waste.

D. A residential Organic Waste Generator that self-hauls Organic Waste, to the extent permitted by this Municipal Code, is not required to record or report information in Section 8.08.890(C).

E. Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 8.08.890(C) to the City if requested and within ten (10) days of such request.

8.08.900 - Compliance with CALGreen recycling requirements.

A. Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent then the requirements of this Section, the CALGreen requirements shall apply. Project applicants shall refer to City's building and/or planning code for complete CALGreen requirements.

B. For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:

1. Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the three container collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
2. New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the three container collection program offered by the City, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards

Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

3. Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with all written and published City policies, ordinances, and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

8.08.910 - Model Water Efficient Landscaping Ordinance Requirements (MWELo).

A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B), (C), (D), and (G) of the MWELo, including sections related to use of Compost and mulch as delineated in this Section 8.08.910.

B. The following Compost and mulch use requirements that are part of the MWELo are now also included as requirements of this Chapter. Other requirements of the MWELo are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.

C. Property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in Section 8.08.910(A) above shall:

1. Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELo, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
 - a. For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
 - b. For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area

may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

- c. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

- 2. The MWELo compliance items listed in this Section are not an inclusive list of MWELo requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in Section 8.08.910(A) shall consult the full MWELo for all requirements.

D. If, after the adoption of this Chapter, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELo September 15, 2015 requirements in a manner that requires jurisdictions to incorporate the requirements of an updated MWELo in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

8.08.920 - Procurement requirements for city departments, direct service providers, and vendors.

A. City departments, and direct service providers to the City, as applicable, must comply with the City-adopted procurement policy for Recovered Organic Waste Product Recycled-Content Paper.

B. All vendors providing Paper Products and Printing and Writing Paper to the City shall:

- 1. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.
- 2. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.

3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
4. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
5. Provide records to the City's designated personnel member for purposes of Recovered Organic Waste Product procurement recordkeeping in accordance with the City's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 8.08.920(B)(3) and (B)(4) of this Chapter for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

8.08.930 - Inspections and investigations.

A. City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from Generators, or Source Separated materials to confirm compliance with this Chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection.

B. Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's

personnel or its Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises, or (ii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties described.

C. Any records obtained by the City during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

D. City representatives/personnel and/or Designee are authorized to conduct any Inspections or other investigations of Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.

E. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

8.08.940 - Enforcement.

A. Violation of any provision of this Chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Enforcement Official or representative. Enforcement Actions under this Chapter include, but are not limited to, issuance of an administrative citation and assessment of a fine. In addition to the procedures in this Section 8.08.940, the City may enforce this Chapter consistent with the procedures in Carpinteria Municipal Code Chapter 1.08 Penalties.

B. Other remedies allowed by law may be used for enforcement, including but not limited to civil action or prosecution as misdemeanor or infraction. The City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

C. Responsible Entity for Enforcement

1. Enforcement pursuant to this Chapter may be undertaken by the City Enforcement Official or his/her designee authorized and legally able to undertake such action.

- a. The City Enforcement Official or his/her designee will interpret this Chapter; determine the applicability of waivers,

if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.

- b. The City Enforcement Official or his/her designee may issue Notices of Violation(s).

D. Process for Enforcement

1. The City Enforcement Official or his/her designee will monitor compliance with this Chapter randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 8.08.930 establishes City's right to conduct Inspections and investigations.
2. City may issue an official notification to notify regulated entities of its obligations under the ordinance.
3. Contamination Prevention.
 - a. For incidences of Prohibited Container Contamination found by City or its Designee in containers, City will issue a Notice of Violation to any Generator found to have Prohibited Container Contamination in a container. Prior to issuance of a Notice of Violation, City's Designee may provide an informal warning(s) or notice(s) of Container Contaminants via cart tag. Thereafter, any Notice of Violation shall be provided by the City via mail within two (2) days after City determines a violation has occurred with respect to Prohibited Container Contaminants. If the City or its Designee observes Prohibited Container Contaminants in a Generator's containers on more than two (2) occasion(s) in any calendar year starting January 1, the City may assess an administrative fine or penalty on the Generator in accordance with Section 8.08.940(E).
 - b. In addition to 8.08.940(D)(3)(a), Designee may implement through Designee's service rate structure a Contamination service charge for customers committing incidents of Prohibited Container Contamination. Designee shall provide such customers with written notice and/or cart tags, or such other procedures required under any contract, agreement, or similar contractual authorization between the City and its Designee, prior to levying any Contamination service charge. The foregoing Contamination service charge shall not be considered an administrative fine or penalty. Any disputes arising from the assessment of a Contamination service charge shall be adjudicated pursuant to the customer complaint resolution process provided under the terms of

any contract, agreement, or similar contractual authorization between the City and its Designee assigned to collect Organic Waste.

4. With the exception of violations of Generator Contamination of container contents addressed under Section 8.08.940(D)(3), City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
5. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an Enforcement Action to impose penalties, via an administrative citation and fine. Notices of Violation shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information.

E. Penalty Amounts for Types of Violations. The penalty levels for City-issued Notices of Violation are as follows:

1. For a first violation, the amount of the base penalty shall be \$100 per violation.
2. For a second violation, the amount of the base penalty shall be \$200 per violation.
3. For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.

F. Compliance Deadline Extension Considerations. The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this Section 8.08.940 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

G. Appeals Process. Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation pursuant to the appeal procedures in Sections 1.08.040 – 1.08.090.

H. Education Period for Non-Compliance. Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance with this Chapter, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

I. Civil Penalties for Non-Compliance. Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Section 8.08.940, as needed.

J. Enforcement Table – Non-exclusive List of Violations.
Table 1 below provides a non-exclusive list of violations of this Chapter which may subject an entity to an Enforcement Action pursuant to this Section 8.08.940.

Table 1. List of Violations

REQUIREMENT	DESCRIPTION OF VIOLATION
Commercial Business and Commercial Business Owner Responsibility Requirement Sections 8.08.940	Commercial Business fails to provide or arrange for Organic Waste collection services consistent with City requirements and as outlined in this Chapter, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator Requirement Sections 8.08.930 and 8.08.840	Organic Waste Generator fails to comply with requirements adopted pursuant to this Chapter for the collection and Recovery of Organic Waste.
Hauler Requirement Section 8.08.880	A hauler providing Residential, Commercial or industrial Organic Waste collection service fails to transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this Chapter.

REQUIREMENT	DESCRIPTION OF VIOLATION
Hauler Requirement Section 8.08.880	A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable approval issued by the City to haul Organic Waste as prescribed by this Chapter.
Hauler Requirement Section 8.08.880	A hauler fails to keep a record of the applicable documentation of its approval by the City, as prescribed by this Chapter.
Self-Hauler Requirement Section 8.08.890	A generator who is a Self-Hauler fails to comply with the requirements of 14 CCR Section 18988.3(b).
Commercial Edible Food Generator Requirement Section 8.08.860	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement Section 8.08.860	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2024.
Commercial Edible Food Generator Requirement Section 8.08.860	Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 8.08.840 and 8.08.860	Failure to provide or arrange for access to an entity's premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator Section 8.08.860.	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 8.08.860.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations Section 8.08.870	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section

REQUIREMENT	DESCRIPTION OF VIOLATION
	18991.3(b) fails to keep records, as prescribed by Section 8.08.870.

8.08.950 - Coordination and interpretation in conjunction with related solid waste ordinances.

In interpreting this Chapter in conjunction with the City's general Solid Waste regulations (Carpinteria Municipal Code Chapter 8.08), in the event of any conflict between this Chapter and Chapter 8.08 that cannot be reasonably harmonized through the application of lawful principles of statutory construction, the provisions of this Chapter shall control with respect to all issues specific to the regulation of organic and Food Waste collection, disposal, enforcement and penalties.

8.08.960 - Effective date.

This Chapter shall be effective commencing on February 1, 2022.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT December 13, 2021

ITEM FOR COUNCIL CONSIDERATION

A report to the City Council pursuant to California Elections Code Section 9212 ("9212 Report") analyzing the impacts and effects of a proposed "Initiative Measure to Change and/or Readopt the City of Carpinteria's General Plan Designation and Zoning Designation for Two Parcels of City-Owned Property (APN 004-105-011 and APN 004-105-026) Located Adjacent to the Railroad Tracks to the West of Linden Avenue and to Amend the Definition of the Open Space/Recreation (OSR) Land Use Category of the General Plan Land Use Element" ("Initiative"). This Initiative was put forth by proponents in response to the Surfliner Inn Project.

STAFF RECOMMENDATION

Action Item ____; Non-Action Item X

Receive and file the 9212 Report analyzing the impacts and effects of the proposed Initiative measure.

BACKGROUND

On June 4, 2021, Initiative proponents filed a Notice of Intent to Circulate an Initiative Petition with the City. As required by the Elections Code, on June 18, 2021, the City Attorney's Office provided proponents with a title and summary of the proposed Initiative.

On August 16, 2021, the City Council directed staff to prepare an Elections Code Section 9212 Report ("9212 Report") and to submit the 9212 Report no later than the last date allowed under the Elections Code (30 days after the City Clerk certifies the sufficiency of the Initiative petition to the City Council).

DISCUSSION

Elections Code Section 9212(a) authorizes the City Council to refer the Initiative measure to a city agency or agencies for a report regarding the Initiative's impact and effects. Elections Code Section 9212 sets broad parameters for what the report may address, and provides that the report may examine the following items:

- (1) Its fiscal impact.
- (2) Its effect on the internal consistency of the city's general and specific plans, including the housing element, the consistency between planning and zoning, and the limitations on city actions under Section 65008 of the Government Code and Chapters 4.2 (commencing with Section 65913) and 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.
- (3) Its effect on the use of land, the impact on the availability and location of housing, and the ability of the city to meet its regional housing needs.
- (4) Its impact on funding for infrastructure of all types, including, but not limited to, transportation, schools, parks, and open space. The report may also discuss whether the measure would be likely to result in increased infrastructure costs or savings, including the costs of infrastructure maintenance, to current residents and businesses.
- (5) Its impact on the community's ability to attract and retain business and employment.
- (6) Its impact on the uses of vacant parcels of land.
- (7) Its impact on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization.
- (8) Any other matters the legislative body requests to be in the report.

The Initiative petition and signatures were submitted to the City on November 22, 2021. The City Clerk, working in concert with County Elections, has thirty (30) business days to examine the petition to determine if sufficient valid signatures have been collected to enable the petition to move forward. Once the examination has concluded, the City Clerk will notify the proponents of the Initiative petition as to its sufficiency or insufficiency and, if appropriate, certify the results of the examination at the next regular meeting of the City Council. If the Initiative petition is found to be sufficient, the City Council must either adopt the Initiative ordinance without alteration at this meeting or within ten (10) days thereafter or order an election. The City Council may rely on the attached 9212 Report in making its determination to adopt the Initiative ordinance or submit it to vote. The Report will also serve to educate the public on the effects of the Initiative.

POLICY CONSIDERATIONS

Preparation of the 9212 Report is consistent with the City's interest in making information available to the Council in order to allow for informed decision-making.

FINANCIAL CONSIDERATIONS

Preparation of the 9212 Report included staff time and City Attorney time, which has impacted other work priorities.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Legal considerations associated with this matter are presented in the Report.

OPTIONS

N/A

PRINCIPAL PARTIES EXPECTED AT MEETING

Initiative proponents and other interested members of the public.

ATTACHMENTS

Attachment A Elections Code Section 9212 Report

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

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



Signature

Signature

ATTACHMENT A

Elections Code Section 9212 Report

An Initiative Measure to Change and/or Readopt the City of Carpinteria's General Plan Designation and Zoning Designation for Two Parcels of City-Owned Property (APN 004-105-011 and APN 004-105-026) Located Adjacent to the Railroad Tracks to the West of Linden Avenue and to Amend the Definition of the Open Space/Recreation (OSR) Land Use Category of the General Plan Land Use Element



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December 2021

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ATTACHMENTS

Exhibit A – Notice of Intent to Circulate Initiative Petition & Initiative Petition

Exhibit B – Map Depicting Location of Parcel A and Parcel B

Exhibit C – City's General Plan Land Use Map (2016)

Exhibit D – Letter Dated 8/16/21 from Strumwasser & Woocher, LLP re: SB 330

Exhibit E – City's Zoning Map

1. INTRODUCTION

The Notice of Intent to Circulate Petition and accompanying initiative measure ("Initiative"), both of which are attached to this report ("Report") as **Exhibit A**, were submitted to the City of Carpinteria ("City") on June 4, 2021 by Beverly Palmer of the law firm of Strumwasser & Woocher, LLP.¹ The official title of the Initiative, prepared by the City Attorney pursuant to Elections Code Section 9203, is "An Initiative Measure to Change and/or Readopt the City of Carpinteria's General Plan Designation and Zoning Designation for Two Parcels of City-Owned Property (APN 004-105-011 and APN 004-105-026) Located Adjacent to the Railroad Tracks to the West of Linden Avenue and to Amend the Definition of the Open Space/Recreation (OSR) Land Use Category of the General Plan Land Use Element." The Initiative Proponents refer to their measure as the "Save Our Downtown Beach and Parking Lot Initiative."

On August 16, 2021, the City Council adopted Resolution No. 6070, directing staff to prepare an analysis of the proposed Initiative. This Report contains the analysis of the Initiative's impacts and effects based on the subject areas set forth in California Elections Code Section 9212, which are as follows:²

- (1) Its fiscal impact.
- (2) Its effect on the internal consistency of the city's general and specific plans, including the housing element, the consistency between planning and zoning, and the limitations on city actions under Section 65008 of the Government Code and Chapters 4.2 (commencing with Section 65913) and 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.
- (3) Its effect on the use of land, the impact on the availability and location of housing, and the ability of the city to meet its regional housing needs.
- (4) Its impact on funding for infrastructure of all types, including, but not limited to, transportation, schools, parks, and open space. The report may also discuss whether the measure would be likely to result in increased infrastructure costs or savings, including the costs of infrastructure maintenance, to current residents and businesses.
- (5) Its impact on the community's ability to attract and retain business and employment.
- (6) Its impact on the uses of vacant parcels of land.

¹ The local proponents of the Initiative ("Initiative Proponents") are Amrita M. Salm and Gary Campopiano.

² Because the Initiative mainly impacts the City's land use policies, the organization of this Report does not sequentially follow the list of topics set out in Elections Code Section 9212. Instead, the Report starts with an examination of the Initiative's proposed land use changes.

- (7) Its impact on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization.

The Report must be presented to the City Council no later than 30 days after the City Clerk certifies to the City Council the sufficiency of the petition (i.e., that the petition complies with all statutory requirements and has been signed by at least 10 percent of the City's electorate).³

Staff analyzed the Initiative by consulting the City's General Plan/Local Coastal Land Use Plan ("General Plan"),⁴ Zoning Code ("Zoning" or "Zoning Code"), 2021 Carpinteria Valley Economic Profile (California Economic Forecast, 2021), the Downtown Carpinteria Parking Study (Walker Consultants, 2020), the Draft Carpinteria Hotel Financial Analysis (Keyser Marston Associates, 2016), and Carpinteria Hotel Market Conditions Memorandum (Keyser Marston Associates, 2016), all of which are available on the City's website.⁵ Based on these resources, this Report summarizes staff's interpretation of the Initiative and its potential impacts on the City in the context of California Elections Code Section 9212.

2. SUMMARY OVERVIEW

The Initiative seeks to (1) amend or readopt the General Plan Land Use categories and Zoning designations for two parcels—defined in Section 3 of this Report as Parcel A and Parcel B—owned by the City, and (2) modify the definition of the Open Space Recreation ("OSR") Land Use category of the City's General Plan.⁶ Parcel A is a City-owned parcel located at 499 Linden Avenue, which currently serves as Parking Lot No. 3. Parcel B also is owned by the City and is an unimproved lot located directly south of the railroad tracks from Parcel A. **Exhibit B**, attached to this Report, provides a map depicting the location of Parcel A and Parcel B.

The Initiative proposes to change both the General Plan Land Use category and the Zoning district designation for Parcel A from General Commercial ("GC") to Open Space

³ Elections Code Section 9212(b).

⁴ The City has a combined General Plan / Local Coastal Land Use Plan ("CLUP"), though the two are theoretically standalone policy documents with overlapping subject matter. Because the two documents cannot be separated, it is assumed that the Initiative's amendments to the City's General Plan in fact seek to modify the provisions of the General Plan / CLUP. Therefore, all references to the "General Plan" in this Report relate to the General Plan / CLUP.

⁵ The General Plan and Zoning Code are found by clicking on the "City Hall" tab at the top of the City's webpage, selecting "Community Development" then "Planning." The 2021 Carpinteria Valley Economic Profile is found by clicking on the "Business" tab at the top of the City's webpage and selecting "Economic Profile." The Downtown Carpinteria Parking Study is available by clicking on the "City Hall" tab at the top of the webpage, selecting "Public Works" then clicking on the "Engineering Division" tab and scrolling down to the "Carpinteria Downtown Parking Study" button under the section titled "Transportation, Parking and Lighting Program." The Draft Carpinteria Hotel Financial Analysis and the Carpinteria Hotel Market Conditions Memorandum are found by clicking on the "Hot Topics" tab at the top of the webpage and selecting the "Surfiner Inn" tab.

⁶ The Initiative refers to the City's General Plan Land Use categories and Zoning as "designations"; however, to be consistent with the language used in the City's adopted regulations, this Report refers to the General Plan Land Use categories and Zoning or Zoning districts.

/ Recreation ("OSR") and from Commercial Planned Development ("CPD") to Recreation ("REC") with a Residential Overlay ("R"), respectively. The Initiative readopts the current OSR Land Use category designation and REC Zoning district for Parcel B.

The Initiative also amends the General Plan Land Use Element's definition of the OSR Land Use category to (1) state that existing parking is allowed on OSR parcels, and (2) allow residential uses on OSR parcels only if those parcels are located within a Residential Overlay ("R") Zone District.

Both Parcel A and B are subject to a Lease Disposition and Development Agreement ("LDDA") between the City and 499 Linden Managers, LLC, which contemplates the potential development of the Surfliner Inn project ("Surfliner Inn Project"). If adopted, the Initiative would preclude development of the Surfliner Inn Project, as well as other potential City-sponsored development projects currently in the planning stage.

The following paragraphs provide an overview of the main points of the analysis in this Report.

Uncertainty regarding Scope. The Initiative's stated intent is to maintain two parcels owned by the City—Parcel A and Parcel B—in their current respective states. To do this, the Initiative proposes to change and/or readopt General Plan Land Use category designations and Zoning designations for these Parcels. The Initiative explicitly states that it "does not adopt, alter, or change any other land use classification or zoning on any other real property in the City of Carpinteria."

However, the Initiative also seeks to amend the General Plan Land Use Element's definition of the OSR Land Use category by (1) stating that existing parking is allowed on OSR parcels, and (2) allowing residential uses on OSR parcels only if those parcels are located within a Residential Overlay ("R") Zone district ("Residential Overlay"). The OSR Land Use category is a Citywide designation. Therefore, while it is true that the General Plan Land Use categories and Zoning districts for all City parcels—other than Parcels A and B—will remain unchanged, the proposed change to the definition of the OSR Land Use category would result in a change to the allowable uses of all OSR Land Use category parcels within the City. In drafting this Report, staff has attempted to interpret the Initiative according to its plain text, while still making note of any ambiguities or alternative interpretations.

Impact on Parking. The Initiative proposes to amend the General Plan Land Use Element's definition of the OSR Land Use category to include existing parking as an allowable use on OSR parcels. The Initiative's addition of "existing parking" to the OSR Land Use category definition could be interpreted to imply, by omission, that "new parking" is not allowed on OSR parcels. The Initiative does not, however, address how "new parking" is affected. Should the Initiative result in an interpretation that all new parking on OSR Land Use category parcels is prohibited, the effect would be to bar construction of any new parking on City parcels with the OSR Land Use category. Should this be a result of the Initiative,

any site in the City with the OSR Land Use category that generates demand for parking, such as a park or open space area, could be precluded from building new or additional parking.

The Initiative would preserve existing parking spaces in Parking Lot No. 3 on Parcel A, while potentially precluding the development of new parking on Parcel B, effectively resulting in no change in existing parking on Parcels A and B. *For additional analysis on this issue see Section 4.A.(3)(a) and Section 6 of this Report.*

Fiscal Impact. If the Initiative is adopted, the current financial profiles for Parcels A and B could either remain unchanged because the status quo would be maintained (i.e., both Parcels would remain in their existing state) or the financial profile could be augmented by the allowance for development of housing on Parcel A. As noted above, adoption of the Initiative would prohibit development of the Surfliner Inn Project.

If the Initiative is not adopted, the City's various proposed development projects could proceed as planned, pending grant availability and development review approval. Potential development projects include the Los Angeles-San Diego-San Luis Obispo ("LOSSAN") rail platform and undercrossing improvements and the Surfliner Inn Project, which in addition to construction of a new inn would expand parking and construct a new pedestrian trail. The City likely would receive increased municipal revenues from ground lease payments associated with the Surfliner Inn Project, property tax, transient occupancy tax and sales tax. *For additional analysis on this issue see Section 5 of this Report.*

Compliance with State Laws Concerning the Preservation of Parcels for Open Space and Recreation. The Initiative may allow the City to apply a Residential Overlay on any land in the City that has an OSR General Plan Land Use category designation. This proposed change conflicts with state laws that aim to preserve OSR parcels for open space and recreation use. *For additional analysis on this issue see Section 4.A. of this Report.*

Compliance with State Housing Crisis Act of 2019. The Initiative changes the Zoning for Parcel A from CPD to REC with a Residential Overlay. The Residential Overlay was added by Initiative Proponents to ensure compliance with the Housing Crisis Act of 2019 ("HCA"), which generally prohibits changes to a general plan or zoning designation that results in removal of housing as an allowable use or reduction of the intensity of residential use. Even with the imposition of a Residential Overlay on Parcel A, however, the Initiative's General Plan and Zoning amendments for Parcel A may result in a downzoning in violation of the HCA because the City's Residential Overlay District requires development to be consistent with the standards and regulations of the underlying Zoning district. Compared to a CPD district, the REC district has constrained development standards such that fewer residential housing units

could be built on Parcel A should the Initiative be approved by voters. *For additional analysis on this issue see Section 4.A.(3)(b) of this Report.*

Impact of Initiative on Future Amendments. The Initiative specifies that its changes to the General Plan Land Use categories and Zoning districts can only be amended via submission to the voters. For example, if the Initiative were adopted and the City wanted to change the General Plan Land Use category or Zoning designation of either Parcel A or B from Open Space Recreation (OSR) / Recreation District (REC) to something else, that change would need to be put to an election. *For additional analysis on this issue see Section 7 of this Report.*

California Coastal Commission (“Coastal Commission”) and California Department of Housing and Community Development Certification. If the Initiative is adopted, further action will and/or may be required to effectuate its provisions, such as submitting the measure for approval to the Coastal Commission and for review to the California Department of Housing and Community Development. *For additional analysis on this issue see Section 8 of this Report.*

3. BACKGROUND

The Initiative’s stated intent is to maintain two parcels owned by the City in their current respective states. The Initiative refers to these parcels as Parcel A and Parcel B, and the Report maintains this terminology for convenience and clarity. A map depicting the location of Parcels A and B (jointly, “Parcels”) is included in this Report as **Exhibit B**.

Parcel A (APN 004-105-011), located at the southwest corner of Linden Avenue and 5th Street, is currently developed and in use as a public parking lot with one hundred and thirteen (113) parking spaces and a public restroom. It is known as the City’s Parking Lot No. 3.

Parcel B (APN 004-105-026), located immediately south of Parcel A across the railroad tracks, is primarily used by two private property owners for hobby gardening under a lease between the City and one of the private property owners doing business as UPPO’S GARDEN, LLC.⁷ The City also occasionally uses Parcel B for storing heavy equipment used for beach maintenance and for special event parking.⁸

Both Parcels are currently subject to various future development proposals, which are dependent on grant funding and development application approvals, including the construction of (1) a grade-separated pedestrian rail crossing to serve, in part, as a safe route to school for students at nearby Aliso Elementary School, and (2) parking and

⁷ More information about the lease arrangement between the City and UPPO’S GARDEN, LLC is available at the staff report for the October 11, 2021 City Council meeting, Agenda Item No. 8.

⁸ The Initiative refers to Parcel B as “Coastal Open Space Corridor Property,” which is a name given to it by the Initiative Proponents. It is not an official designation by the City, Santa Barbara County, or the State of California. As is depicted on the close-up view map in Exhibit B (Map Depicting Location of Parcel A and Parcel B), Parcel B does not extend along the entire length of land from Linden Avenue to Holly Avenue.

pedestrian improvements in support of a passenger train siding and second passenger platform on the south side of the existing Union Pacific Railroad ("UPRR") rail corridor.

The Parcels are also subject to a Lease Disposition and Development Agreement ("LDDA") between the City and 499 Linden Managers, LLC, which contemplates the potential development of the Surfliner Inn project ("Surfliner Inn Project") on an approximately 30,000 square foot portion of Parcel A closest to Linden Avenue.⁹ The Surfliner Inn Project currently envisions a thirty-nine (39) guest room inn with a street-level public café.¹⁰ As part of the Surfliner Inn Project, the western boundary of Parking Lot No. 3 would be expanded approximately sixty (60) feet onto the adjacent parcel (APN 004-105-016),¹¹ allowing for the addition of sixteen (16) parking spaces for a total of sixty-one (61) Parking Lot No. 3 spaces serving both Surfliner Inn guests and the general public (if and when the Surfliner Inn Project is completed). Under this development proposal, Parcel B would be developed with a new public parking lot with eighty-three (83) parking spaces, public restrooms (relocated from Parcel A), and a new trail connecting Linden Avenue to Holly Avenue.¹²

The Initiative seeks to change both the General Plan Land Use category and the Zoning District designation for Parcel A and readopt them for Parcel B as follows:

General Plan Land Use Categories		
	Current Land Use Category	Proposed Land Use Category
Parcel A	General Commercial (GC)	Open Space / Recreation (OSR)
Parcel B	Open Space / Recreation (OSR)	Open Space / Recreation (OSR)

Zoning Districts		
	Current Zoning District	Proposed Zoning District
Parcel A	Commercial Planned Development (CPD)	Recreation / Residential Overlay (REC / R)
Parcel B	Recreation (REC)	Recreation (REC)

⁹ For more information regarding the LDDA, see the July 19, 2021 City Council Agenda regarding adoption of Resolution No. 6067 approving the lease disposition and development agreement between City and 499 Linden Managers LLC, available on the City's website.

¹⁰ The particulars of the development project are accurate up to the date of this Report, but are subject to change as the Surfliner Inn Project proceeds through the City's standard development review process.

¹¹ This adjacent parcel (APN 004-105-016), which contains the City's Community Garden, is not subject to the Initiative. However, as discussed in Section 4.A. of this Report, the Initiative's interpretation may impact whether Parking Lot No. 3 could be expanded onto this Parcel.

¹² This proposed trail would be an expansion of the City's Coastal Vista Trail, which is part of the larger California Coastal Trail system.

Moreover, the Initiative also amends the General Plan Land Use Element's definition of the OSR Land Use category. Specifically, the Initiative would change the definition to (1) state that existing parking is allowed on OSR parcels, and (2) allow residential uses on OSR parcels only if those parcels are located within a Residential Overlay ("R") Zone district ("Residential Overlay").

Section 5 of the Initiative is titled "Effect of Initiative on General Plan Land Use Classification and Zoning on Subject Properties Only." It provides as follows: "This Initiative adopts General Plan designations and zoning designations only for [Parcel A] and [Parcel B] properties, which are specifically identified in this Initiative. The Initiative does not adopt, alter, or change any other land use classification or zoning on any other real property in the City of Carpinteria."

Read alone, Section 5 may be viewed as meaning that all General Plan and Zoning amendments made by the Initiative only apply to Parcels A and B. Section 3(A)(1) of the Initiative, however, proposes to revise the OSR Land Use category definition by changing the allowable uses. The OSR Land Use category is a Citywide designation. Therefore, while it is true that the General Plan Land Use categories and Zoning districts for all City parcels—other than Parcels A and B—will remain unchanged, the proposed change to the definition of the OSR Land Use category would result in a change to the allowable uses of all OSR Land Use category parcels within the City.

The interpretation of initiatives is governed by the same rules applicable to the construction of statutes: they must be read according to their "plain meaning."¹³ Hence, the views of the Initiative drafters or Initiative Proponents—such as by letters written to the City or comments presented at a City Council meeting—are not grounds on which to construe the intent of the Initiative if such views contradict the plain wording of the measure, as there is no necessary correlation between what Initiative drafters or Initiative Proponents understand the text to mean and what the voters enacting the measure understand it to mean.¹⁴ Per Elections Code requirements, the Initiative petition that was circulated included a copy of the entire measure. Consistent with how the average citizen would read the measure and with the rules of statutory interpretation, in drafting this Report, staff has attempted to interpret the Initiative according to its plain text, while still making note of any ambiguities or alternative interpretations.

¹³ *C-Y Development Co. v. City of Redlands* (1982) 137 Cal. App. 3d 926, 929-30 (stating that "[t]he construction of a municipal initiative or ordinance is governed by the same rules as the construction of statutes. As a general rule, the court must interpret a statute by looking to the plain meaning of the words of the statute. It is elementary that the meaning of a statute must, in the first instance, be sought in the language in which the act is framed, and if that is plain, and if the law is within the constitutional authority of the law-making body which passed it, the sole function of the courts is to enforce it according to its terms.")

¹⁴ *Id.*, at 392.

4. PLANNING ANALYSIS

A. General Plan

The General Plan is the City's long-term planning blueprint that sets forth the City's goals and policies for its land use decisions.¹⁵ A general plan typically covers a 10 to 20-year time period, and has both broad general goals, as well as specific policies and programs to implement those goals for a city's physical development. Generally, a city may not approve a land use regulation (e.g., zone change) or development project unless it is consistent with its general plan.¹⁶ California law requires there be consistency between both the various elements making up a general plan (internal or horizontal consistency) as well as between a general plan and a zoning ordinance (vertical consistency).

The Initiative proposes changing the City's General Plan by (1) re-designating the Land Use category for Parcel A, (2) maintaining the Land Use category for Parcel B, and (3) amending the definition of the OSR Land Use category.

(1) Change the Land Use Category for Parcel A

Parcel A currently has a General Plan Land Use category of General Commercial (GC), which allows for both commercial and residential uses. The City's General Plan describes the GC Land Use category as being "characterized by a mixture of retail, wholesale, service and office uses, usually located along major transportation corridors. This category includes a variety of commercial intensities [and] . . . is characterized by a variety of offices, retail businesses, specialty shops, entertainment uses, and residential land uses. . ."¹⁷

The Initiative proposes to amend Parcel A's General Plan Land Use category from GC to OSR. The OSR Land Use category "is intended to provide recreational areas (passive or active), including City parks, beaches, golf courses and related uses. It also identifies open space areas."¹⁸ As a result of changing Parcel A's Land Use category to OSR, Parcel A could not be developed for commercial use, except for those limited commercial uses such as concessions supporting recreational activities, as allowed by the corresponding REC Zoning district.

(2) Maintain the Land Use Category for Parcel B

The Initiative would maintain the current OSR Land Use category (as amended by the Initiative) for Parcel B. By re-adopting the OSR Land Use category for Parcel B via the

¹⁵ See Footnote 4 for more information on the General Plan / CLUP.

¹⁶ General Plans and Zoning: A Toolkit for Building Healthy, Vibrant Communities, Lisa M. Feldstein, Public Health Law & Policy (2007), pg. 35.

¹⁷ General Plan, pg. 10.

¹⁸ General Plan, pg. 13.

Initiative, any future change to this designation could only occur by popular vote, as is further discussed in Section 7 of this Report.

(3) Amend the Definition of OSR

The Initiative would amend the text of the General Plan OSR Land Use category definition as follows (additions shown in underline; no strike-outs proposed):

“Open Space/Recreation (OSR). The OSR land use category is intended to provide recreational areas (passive or active), including existing parking, City parks, beaches, golf courses and related uses. It also identifies open space areas. The OSR land use category may also provide for residential uses, only if the property is included in the Residential Overlay zone.”

The City’s General Plan Land Use Map, attached to this Report as **Exhibit C**, identifies all OSR Land Use category-designated parcels within the City with green coloring. OSR parcels are mostly located along the coast, with coastal OSR parcels consisting of the Salt Marsh Nature Park, City Beach, State Beach, Tar Pits Park, Casitas Pier, the Seal Sanctuary, and the Bluffs Nature Preserve/Viola Field.¹⁹ Pockets of OSR Land Use category parcels that are inland generally represent public parks (Memorial Park, Heath Ranch Park, Franklin Park, El Carro Park, Carpinteria Creek Park and Monte Vista Park). If the Initiative is read to change the definition of the OSR Land Use category generally, and not just for Parcels A and B, OSR-designated parcels throughout the City would be impacted. If the Initiative is interpreted to apply only to Parcels A and B, then these Parcels would be the only land within the City subject to the Initiative’s proposed amendments to the definition of the OSR Land Use category. Based on the foregoing analysis of the Initiative—including the fact that the Initiative didoes not add text to create a new OSR Land Use category specific to Parcels A and B—City Staff find that the prior interpretation reflects a plain reading of the Initiative by the electorate.

(a) Addition of “Existing Parking”

The General Plan currently makes no distinction between existing or new parking in the definition of the OSR Land Use category. The Zoning district that implements the OSR General Plan Land Use category is Recreation District (commonly referred to as the Recreation zone (“REC”)), which permits “parking areas” as an allowable use and similarly does not make a distinction between new or existing parking.²⁰

The Initiative’s addition of “existing parking” to the OSR Land Use category definition could be interpreted to imply, by omission, that “new parking” is not allowed on OSR parcels. Such a reading would be consistent with the Initiative’s stated intent of maintaining the “current status” for Parcels A and B.²¹ However, the Initiative’s introduction of the phrase “existing parking” without addressing how “new parking” is

¹⁹ As part of its upcoming General Plan update, the City anticipates designating the Rincon Bluffs Preserve as OSR.

²⁰ See Carpinteria Municipal Code Section 14.38.040(4).

²¹ See Initiative, Section 2(A)(6) and 2(B).

affected results in an unclear standard that could be interpreted to either allow or not allow new parking.

Should the Initiative result in an interpretation that all new parking on OSR Land Use category parcels is prohibited, the effect would be to bar construction of any new parking to serve existing and/or future recreational development. Limitations on the development and use of public parking is inconsistent with the City's General Plan policies that are aligned with the state Coastal Act to encourage unrestricted and affordable public coastal access.²² On the other hand, if the Initiative is interpreted to change the definition of the OSR Land Use category for Parcels A and B only, then these concerns would only impact the future development potential of these two Parcels. In addition, such a reading would effectuate the intent of the Initiative Proponents to preclude the construction of a new parking lot on Parcel B.

Generally, however, the list of allowed uses in both the General Plan and the Zoning Code are not considered to be exhaustive (i.e., the City may permit uses similar to the allowed uses in the General Plan and Zoning Code even if those uses are not expressly listed). Based on this general policy, City Staff interprets that the addition of "existing parking" to the OSR Land Use category definition does not by itself preclude "new parking" on OSR designated parcels within the City.

(b) Allowing Residential Overlay on OSR Parcels

The City's Residential Overlay District, which is described in CMC Chapter 14.49, is a zoning tool to allow residential-only development in Zone districts that would otherwise not permit such uses (i.e., commercial and industrial districts).²³

²² E.g., see General Plan LU-3i (pg. 24), Implementation Policy 29 (pg. 49).

²³ Commercial Zoning districts include Commercial Planned Development District (CPD), Central Business District (CBD), Commercial Planned Development District/Residential Overlay (CPD/R), and Resort District (RES). The Industrial Zone districts are the General Industry District (M), Coastal Industry District (M-CD), and Industrial / Research Park District (M-RP). See the City's Zoning Map, attached as Exhibit E. Residential Overlays, however, are specifically barred from being applied in the coastal-dependent industry (M-CD), Central Business District (CB), or visitor-serving commercial (VC) zones, with some exception for VC-designated parcels in the City's Downtown Core District. (CMC Section 14.49.020.) While not explicitly prohibited in CMC Chapter 14.49, City staff interprets establishment of a Residential Overlay as not currently allowed in the REC Zone district. CMC Section 14.49.010 states that "[t]he purpose of the [Residential Overlay] district is to provide the opportunity for residential-only development in [Z]one districts which would otherwise not permit such uses. The intent is to encourage rehabilitation of existing housing stock in certain commercial and industrial areas (excluding coastal dependent industry), to increase the [C]ity's stock of affordable housing through permission of new residential-only developments in areas which allow commercial, industrial and mixed use developments, and to assist the [C]ity in maintaining an appropriate balance between jobs and housing..." As the REC Zone district does not generally allow for commercial, industrial, or mixed use development, establishment of the Residential Overlay district on REC Zoned parcels would be inconsistent with the purpose and intent of the Residential Overlay district. Further, City staff believes allowing for residential uses on REC Zoned land would also be in conflict with State Planning and Zoning Law's provisions for Open Space Lands as codified in Government Code Sections 65560–65570.

Section 4(1) of the Initiative specifically adds a Residential Overlay to Parcel A.²⁴ Separately, and assuming the proposed amendment to the definition of the OSR Land Use category is interpreted to apply Citywide, Section 3(B)(1) of the Initiative allows a Residential Overlay to be applied to all OSR parcels in the City. However, because the Initiative readopts the OSR Land Use category for Parcel B, it is likely that a popular vote would be required to establish a Residential Overlay on Parcel B in the future, if that designation were desired.

The State Planning and Zoning Law's provisions for Open Space Lands are found at Government Code Sections 65560–65570. Government Code Section 65560(h) defines “open-space land” to mean any parcel or area of land designated on a local plan as open space for the preservation of natural resources; for the managed production of resources (such as forests and agriculture); outdoor recreation; public health and safety (e.g. areas requiring special management or regulation because of hazardous conditions like earthquakes); in support of the mission of military installations; and, the protection of places, features, and objects associated with Native American history and culture.

These same principles apply to the REC Zoning District that implements the OSR Land Use category of the General Plan, since vertical consistency is required. State law provides that “[n]o building permit may be issued, no subdivision map approved, and *no open-space zoning ordinance adopted, unless the proposed construction, subdivision or ordinance is consistent with the local open-space plan.*”²⁵ The City's REC Zone district only allows caretaker dwellings, pursuant to a conditional use permit, as an exception to the general prohibition on residential use.²⁶ Under the City's current Zoning, any additional residential development is not appropriate or permitted on REC Zoned parcels. Additionally, based on the City's current Residential Overlay regulations, residential overlays are not interpreted to be allowed on REC Zoned parcels.

On August 16, 2021, the law firm Strumwasser & Woocher, which represents the Initiative Proponents, provided a letter to the City (“August 16, 2021 Letter”) explaining that the amendment to the definition of the OSR Land Use category allowing for a Residential Overlay was included to ensure the General Plan and zoning changes for Parcel A comply with Senate Bill (SB) 330, also known as the Housing Crisis Act of

²⁴ Parcel A is currently zoned CPD, which generally allows for office and commercial development. As discussed above, the Initiative proposes to change the Zoning designation for Parcel A from CPD to REC. The City's Zoning Code provides that dwelling units are allowed in CPD Zone districts as long as they are integrated into the overall commercial development or are approved pursuant to the Residential Overlay district. For example, multi-family dwellings (rowhouses, townhouses, apartments, condominiums, community apartment projects integrated into a mixed use development), and residential-only developments in a Residential Overlay are permitted in CPD Zone districts pursuant to an approved development plan. There are many examples in the City where dwelling units have been approved and built on parcels within a CPD Zone district.

²⁵ Government Code Section 65567 (“Requirements as to building permits, subdivision maps, and zoning ordinances.”)

²⁶ CMC Section 14.38.050(3).

2019 (HCA).²⁷ A copy of the August 16, 2021 Letter is attached to this Report as **Exhibit D**.

The HCA generally provides that where housing is an allowable use, a city, *including its voters by referendum or initiative*, may not change a land use designation (General Plan or Zoning) to remove housing as a permitted use or reduce the intensity of residential uses permitted under a general plan and a zoning code that were in place as of January 1, 2018. “Less intensive use” includes, but is not limited to, reductions to height, density, or floor area ratio, new or increased open space or lot size requirements, or new or increased setback requirements, minimum frontage requirements, maximum lot coverage limitations, or anything that would lessen the intensity of housing.²⁸

The August 16, 2021 Letter states that “[b]ecause housing is ‘an allowable use’ in the CPD district, the proponents of the Initiative were required by SB 330 to maintain the same intensity of residential use on [Parcel A] as a permissible use of the property.” (Emphasis added.) In addition to amending the definition of the OSR Land Use category to permit residential development pursuant to a Residential Overlay, the Initiative also proposes to change Parcel A’s Zoning designation from CPD to REC and adding a Residential Overlay (e.g., REC / R).

Even with the imposition of a Residential Overlay on Parcel A, however, the permissible intensity of residential use would be reduced as compared to what is currently allowed under the CPD Zone district. This is because the Residential Overlay district requires development to be consistent with the standards and regulations of the underlying Zoning district.²⁹ Compared to a CPD district, the REC district has constrained development standards.³⁰ Therefore, the Initiative’s General Plan and Zoning amendments for Parcel A may result in a downzoning in violation of the HCA.

The HCA allows changing a Land Use category or Zoning to a less intensive use if a city concurrently changes the development standards, policies, and conditions applicable to other parcels within the jurisdiction to ensure that there is no net loss in residential capacity.³¹ State law requires that zoning ordinances—including both ordinance amendments and initiatives—that limit housing development may not be enforced until they have been submitted to, and receive approval from, the state Department of Housing and Community Development (“HCD”); if HCD denies approval of a zoning ordinance, that ordinance is deemed void.³²

²⁷ See Initiative Section 2(B).

²⁸ Government Code Section 66300(b)(1)(A).

²⁹ CMC Section 14.49.060.

³⁰ The differences between these two zone districts is discussed in more detail in the Section 4.C. of this Report.

³¹ Government Code Section 66300(i)(1). The HCA also allows a restriction or limitation on housing development, including mixed-use development, within all or a portion of a jurisdiction to protect against an imminent threat to the health and safety of persons residing in, or within the immediate vicinity of, the area subject to the restriction or limitation. (Gov. Code 66300(b)(1)(B)(i).) This exemption from the ordinary HCA requirements, however, is inapplicable here.

³² Government Code Section 66300 (b)(1)(B)(2).

One possible outcome, should the Initiative be adopted, is that the City could be required to upzone, via Residential Overlay or other mechanism, other parcels within the City to ensure that no net loss of housing capacity would result from enactment of the Initiative's proposed Land Use category and Zoning amendments applicable to Parcel A.

B. Specific Plan

A specific plan is a program that implements the General Plan for a limited geographic area, combining both policy and development regulations. There are no specific plans applicable to the Parcels.

C. Zoning Consistency

A copy of the City's Zoning Map is provided as **Exhibit E**. The Initiative proposes to change the Zoning district for Parcel A, and re-adopt the Zoning district for Parcel B, as follows:

<i>Zoning District</i>		
	Current Zoning District	Proposed Zoning District
Parcel A	Commercial Planned Development (CPD)	Recreation / Residential Overlay (REC / R)
Parcel B	Recreation (REC)	Recreation (REC)

Commercial Planned Development District ("CPD district" or "CPD zone")

The regulations applicable to the City's CPD Zone district are found in CMC Chapter 14.20. The purpose of the CPD district is to provide appropriately located areas for office uses, retail stores, service establishments, wholesale businesses, and offer commodities and services required by residents of the City and its surrounding market area. The intent is to promote high standards of site planning, architecture, and landscape design for office and commercial developments within the City.³³ The CPD Zone district requires a development plan be submitted and approved (as provided in CMC Chapter 14.68) prior to the issuance of any permit for development in areas zoned CPD, as well as for certain changes in use within an existing structure.³⁴

Uses permitted in the CPD Zone district subject to development plan approval are as follows:

1. Antique shops;

³³ CMC Section 14.20.010.

³⁴ CMC Section 14.20.020.

2. Apparel stores;
3. Art, music and photographic studios and supply stores;
4. Appliance stores;
5. Automobile sales and services, rental agencies and supply stores, light mechanical repair (ignition, tire change, etc.) permitted outside;
6. Bakeries, retail only;
7. Barber and beauty shops;
8. Bicycle shops;
9. Blueprint and photocopy services;
10. Book, gifts and stationery stores;
11. Catering establishments;
12. Cocktail lounges and bars;
13. Department stores;
14. Drug stores and pharmacies;
15. Financial institutions;
16. Florist shops;
17. Food stores and supermarkets;
18. Furniture stores, repair and upholstery;
19. General retail stores;
20. Hardware stores;
21. Hobby shops;
22. Hospitals, medical clinics, and similar buildings used for the treatment of human ailments;
23. Hotels and motels;
24. Janitorial services and supplies;
25. Jewelry stores;
26. Laundry pickup and delivery agencies and self-service laundries;
27. Liquor stores;
28. Newspaper and magazine stores;
29. Retail nurseries and garden supply stores exclusive of greenhouses; provided all equipment and supplies shall be kept within an enclosed area;
30. Office and business machine stores;
31. Parking facilities where fees are charged;
32. Post office;
33. Printing shops;
34. Professional offices, studios, office buildings;
35. Shoe stores, sales and repairs;
36. Sign painting shops within a completely enclosed building;
37. Sporting goods store;
38. Swimming pool sales and service;
39. Television and radio repair;
40. Theaters, except drive-in;
41. Tire sales and service;
42. Toy stores;
43. Travel agencies;
44. Vocational schools;

45. Variety stores;
46. Veterinarians' office, outpatient care only;
47. Public and semipublic uses;
48. Recreation facilities, public or private;
49. Restaurant;
50. Accessory uses;
51. Accessory structures and uses located in the same site as a permitted use;
52. Dwelling units integrated as part of the overall commercial development;
53. Any other commercial use which the planning commission finds is similar in character to the uses listed in this section and is not more injurious to the health, safety, or welfare of the neighborhood because of noise, odor, smoke, vibration, or danger to life or property;
54. Residential-only development consistent with the provisions of Chapter 14.49 of the CMC (Residential Overlay district);
55. Escort services, permitted subject to the requirements of Chapter 5.46 of the CMC; and
56. Personal use cannabis cultivation, as provided in Chapter 14.59 of the CMC.

The CPD district has rules applicable to developments, such as maximum building heights, setbacks (front, rear, sides), landscaping, and noise regulations.³⁵

Recreation District ("REC district" or "REC zone")

By contrast, the purpose of the REC Zone district is to ensure the preservation, maintenance, and enhancement of recreation areas and open space of either a public or private nature. The intent is to provide for appropriate recreational use of public parks, beaches, and other open space, and standards for development which will protect the natural beauty of these areas.³⁶ The provisions of the REC district apply to existing public or private outdoor recreational areas as shown on the City's official Zone district map (see **Exhibit E**) and any future parcels which may be rezoned to REC district.

Similar to CPD Zone district parcels, prior to the issuance of any permit for development on parcels zoned REC (or to be rezoned to REC district), a development plan must be submitted, processed, and approved.³⁷ Uses permitted in the REC Zone district subject to development plan approval are as follows:

1. Public and/or private recreational uses, e.g., parks, campgrounds, riding, hiking, biking, and walking trails;
2. Public recreational facilities, including tennis courts, handball and racquetball courts, golf course;
3. Watercourses, flood control easements;

³⁵ See table titled "Comparison of Zoning Requirements for CPD District and REC District" on following page for more details.

³⁶ CMC Section 14.38.010.

³⁷ CMC Section 14.38.030.

4. Structures and facilities required to support recreational activities, e.g., parking areas, water and sanitary facilities, boat launching facilities, ranger station and limited concession activities for persons using the recreational facilities;
5. Any other public, quasi-public or community service recreation use which the planning commission determines to be similar in nature to the above uses, to not reduce existing recreational opportunities, to be open to the general public and organized recreational and youth organizations, and not located on a city or state beach or beach park, or any environmentally sensitive habitat overlay.

Uses permitted in the REC District with a conditional use permit are as follows:

1. Outdoor swimming and tennis club;
2. Stables, corrals, and other animal care facilities;
3. Residential structures for a caretaker and family;
4. Restaurants, provided such facilities are in conjunction with the recreational use;
5. Quasi-public and community service district recreational facilities not located on a city or state beach or beach park, or within any environmentally sensitive habitat overlay, and subject to the building coverage limitations of Section 14.38.090 (except private land in which case building coverage may not exceed twenty-five percent).

As a result of changing Parcel A's Land Use category to OSR and Zoning district to REC, the Initiative would preclude the Surfliner Inn Project or any other commercial use that is inconsistent with the limited commercial uses, described above.

As discussed above in Section 4.A. of this Report, since the REC district seeks to minimize the footprint of developments, the development standards are naturally more restrictive than those applicable to CPD Zone district parcels. The chart below compares the development standards of the CPD and REC Zone districts, and illustrates how residential development pursuant to a Residential Overlay—if any—on a REC-zoned parcel would be reduced in comparison to a CPD-zoned parcel.³⁸ This downzoning issue, with associated restricted development standards, would uniquely affect Parcel A and no other land in the City if the Initiative is adopted.

Comparison of Development Standards for CPD District and REC District		
	CPD District	REC District
Minimum Lot Size	(None)	One acre
Maximum Building Coverage	(None)	Structure may cover no more than 10% of the net area of the property

³⁸ The CMC specifies that a residential-only project shall be developed pursuant to the standards and regulations of the *underlying commercial or industrial zone district*, in addition to other standards found in CMC Section 14.49.060. (Emphasis added.)

Maximum Building Height	30 feet	16 feet
Front Setback	Cannot be located less than thirty-five feet from the centerline of any street or five feet from the property line, whichever is greater	At least 10 feet of the property line; no buildings or structures shall be located on the dry, sandy beach
Rear Setback	Not required except that no structure shall be located less than ten feet of any boundary line of a parcel zoned for residential use ³⁹	At least 10 feet of the property line; no buildings or structures shall be located on the dry, sandy beach
Side Setback	Not required except that no structure shall be located less than ten feet of any boundary line of a parcel zoned for residential use ⁴⁰	At least 10 feet of the property line; no buildings or structures shall be located on the dry, sandy beach
Noise	For commercial development, shall not exceed five (5) decibels above the ambient level of the area	(None)
Landscaping	Not less than 20% of the net area shall be landscaped, where feasible; in no case shall less than 10% of the net area be landscaped.	(None)
Parking	As provided in CMC Chapter 14.54 ("Parking Regulations")	As provided in CMC Chapter 14.54 ("Parking Regulations")

If the Initiative is interpreted so that the proposed amendments to the definition of the OSR Land Use category apply Citywide, then a Residential Overlay may be applied on all parcels with the OSR Land Use category designation.⁴¹ Because the residential development standards for the Residential Overlay are those of the underlying Zoning district, such parcels could be developed pursuant to the standards of the REC Zoning district, as outlined in the chart above.⁴²

³⁹ However, when the structure exceeds twenty feet in height, it shall be located not less than twenty feet from residentially zoned parcel lines.

⁴⁰ However, when the structure exceeds twenty feet in height, it shall be located not less than twenty feet from residentially zoned parcel lines. Side yard setback requirements for corner lots may be waived.

⁴¹ Notwithstanding the discussion in Section 4.A.(3)(b) and footnote 23, adding a Residential Overlay to other OSR-designated parcels would require approval by the City Council and the Coastal Commission pursuant to CMC 14.49.030.

⁴² See green highlighted parcels on Exhibit C (City's General Plan Land Use Map) & Exhibit E (City's Zoning Map).

Alternatively, the Initiative could be interpreted so that the amendments to the definition of the OSR Land Use category apply only to Parcel A, which the Initiative proposes to rezone to REC/R (e.g., REC district with a Residential Overlay); any residential development would be subject to the REC District zoning standards. Parcel B, on the other hand, would have a re-adopted designation of REC. As noted above, it is unclear if a Residential Overlay could be applied to Parcel B absent putting the change to a popular vote.

D. Limitation on City Actions Under Section 65008 of the Government Code and Chapters 4.2 (Commencing with Section 65913) and 4.3 (Commencing with Section 65915) of Division 1 of Title 7 of the Government Code

(1) Government Code Section 65008

Government Code Section 65008 prohibits a city from discriminating against a residential development or emergency shelter for various reasons. Based on City Staff's reading of the proposed Initiative, Government Code Section 65008 is inapplicable.

(2) Government Code, Division 1, Title 7, Chapters 4.2 and 4.3

Chapters 4.2 (commencing with Section 65913) and 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code encourage the development of new housing by allowing or requiring local agencies to enact ordinances that expedite the residential development process, ensure sufficient land is zoned at densities high enough for the production of affordable housing, and assure diligence in providing concessions and incentives to facilitate the development of affordable housing. Although the Initiative would modify and reduce the development potential for housing on Parcel A, no housing exists or is planned for this site, and the Initiative is not anticipated to interfere with the City's development of affordable housing generally.

E. Impact on the Availability and Location of Housing, and the Ability of the City to Meet its Regional Housing Needs

Neither Parcel A nor Parcel B is designated in the Housing Element as a site to accommodate the City's regional housing needs allocation ("RHNA"). The Initiative's implications on the intensity of housing allowed on the Parcels is discussed above in Sections 4.A. and 4.C. of this Report.

F. Impact on Agricultural Lands, Areas Designated for Revitalization, and Uses of Vacant Parcels of Land

The Initiative would not change, affect or impact any land currently zoned for, or utilized for, agricultural purposes. There are also no areas within the City that are specifically designated for "revitalization" under state law.⁴³ However, depending on the interpretation of Section 3(B)(1) of the Initiative, the Initiative may have an impact on

⁴³ See, e.g., Government Code Section 62000 *et seq.*

vacant parcels on land. For example, if the Initiative's proposed amendments to the provisions of the OSR Land Use category are interpreted to apply Citywide, the Initiative would (1) allow decision-makers to apply a Residential Overlay to any OSR Land Use category parcel in the City, and (2) all OSR Land Use category vacant parcels may be precluded from constructing new parking based on the addition of "existing parking" to the OSR Land Use category definition. (See Section 4.A. of this Report for additional discussion.)

5. FISCAL IMPACT

A. Financial Profile of Parcels A and B

The following paragraphs review information concerning conditions that influence the financial profile of Parcels A and B. Three scenarios are evaluated: (i) evaluation of Parcels A and B financial profiles under existing conditions, which includes the uses and activities currently occurring on the Parcels; (ii) evaluation of the Parcels' financial profiles under current preliminary development proposals, which may be allowed under the City's current regulations but may be prohibited by the Initiative's proposed regulations; and (iii) evaluation of the Parcels' financial profiles under a conceptual scenario where the Initiative would allow certain housing use and development.

i. Existing Conditions Scenario

The following paragraphs describe revenue and expense projections based on a continuation of current conditions.

Parcel A

Parcel A is currently improved with Parking Lot No. 3, which is a 113 space public parking lot with a public restroom. Parking in the lot is unrestricted and free. Parking Lot No. 3 serves the adjacent Amtrak passenger rail platform, Community Garden, the Tomol Interpretive Play Area, City Beach, and the greater Downtown district and Beach neighborhood. The lot is also used as an alternative site for the City's weekly Farmers' Market.

As a free public parking lot, the facility does not generate fee or tax revenues for the City. Annual recurring maintenance expenses are approximately \$12,000 and include landscape maintenance, utility expenses (electric, sewer and water), janitorial service, and parking lot sweeping. Current deferred capital maintenance expense is estimated at approximately \$150,000, primarily for parking lot pavement maintenance. Other deferred maintenance includes painting of the restroom building, plumbing repairs, lighting repairs, replacement of landscape materials and/or irrigation repairs.

Maintenance activity for Parking Lot No. 3 is funded by the City's Right-of-Way Maintenance District, AB 939 Fund, General Fund, and the Parking, Business and Improvement Area Fund.

Parcel B

Parcel B is mostly unimproved, serving a variety of temporary uses as needed, including as a location to store the City's beach maintenance tractor. The City leases a 15,750 square foot portion of the 1.44 acre parcel to UPPO'S GARDEN, LLC for use as a private hobby garden, pursuant to a month-to-month lease agreement with a monthly rent of \$172.84 (or \$2,074.08 annually). More information about the lease arrangement is available at the staff report for the October 11, 2021 City Council meeting, Agenda Item No. 8.

Annual maintenance activity expenses for Parcel B are de minimis and include occasional weed/brush clearing, tree trimming, and fence repair. UPPO'S GARDEN, LLC also has certain property maintenance responsibilities for the leased area.

ii. Preliminary Development Proposals Scenario

Site improvements and uses involving Parcels A and B are currently in various stages of planning and development and can be understood in two groupings: City Master Plan projects and LOSSAN projects.

City Master Plan Projects: This concept dates back to 2016 and includes the Surfliner Inn on a portion of Parcel A, expanded public parking areas on the adjacent parcel west of Parcel A and on Parcel B, and a pedestrian trail on Parcel B connecting Linden and Holly Avenues.⁴⁴

LOSSAN: Includes a second passenger platform and commuter train rail siding at the Carpinteria Train station within UPRR Right-of-Way that bisects Parcels A and B. Additional project elements include a new parking lot, a pedestrian undercrossing of the railroad tracks at either Elm or Holly Avenues and a pedestrian trail and bridge over Franklin Creek between the undercrossing and 7th Street at Aliso School. The new public parking lot would be located on Parcel B. The pedestrian undercrossing could involve both Parcels A and B, if located at Elm Avenue.

Changes in the financial profiles of Parcels A and B as compared to current conditions would be expected to result from implementation of the development plans described above. The following analysis describes the anticipated financial impacts if the development proposals were approved and built, as well as the loss of potential revenues if the Initiative were adopted—and were to preclude—some or all of the projects or uses described above.

Parcel A

Financial Profile changes related to the contemplated development of Parcel A, as described generally above, have been analyzed by the City as a part of consideration of

⁴⁴ More information on the Surfliner Inn Project is available online on the City's website under the "Hot Topics" tab at the top of the homepage.

the LDDA (which contemplates the potential development of the Surfliner Inn Project, inclusive of the new parking lot and trail on Parcel B). Prior to receipt of the Initiative petition, the City had contracted with Keyser Marston Associates to research and draft The Carpinteria Hotel Financial Analysis and Hotel Market Conditions Memorandum.⁴⁵ This Report relies on these analyses and is summarized below.

The Surfliner Inn Project would, if approved for development, be expected to provide significant revenues to the City while also providing other economic and public benefits, such as increased patronage of local businesses, additional employment opportunities, and the construction of a new public parking lot on Parcel B. The Initiative would preclude development of the Surfliner Inn and result in no potential for the enhanced municipal revenue and other economic and public benefits described below.

As was presented to the City Council on July 19, 2021, enhanced municipal revenues are estimated as follows:

Surfliner Inn Enhanced Municipal Revenue	
	Annual City Revenue
Ground Lease	\$165,000
Transient Occupancy Tax	\$385,000
Sales Tax ⁴⁶	\$64,000
Property Tax	\$7,000
TOTAL	\$621,000

These hypothetical revenue calculations are based on the assumption that the Surfliner Inn Project would have forty (40) rooms with an average daily room rental rate of \$275 and an 80 percent occupancy factor.⁴⁷ The Surfliner Inn Project, however, may change during City development review and the occupancy and room rental rates may vary. The sales tax estimate includes both State and Local sales tax and estimates of generation both on and offsite.

The revenue estimate for the ground lease is calculated based on the terms of the draft ground lease, which is attached to the LDDA. The draft ground lease contemplates four revenue components:

⁴⁵ Both documents are available on the City's website, under the "Hot Topics" tab, "Surfliner Inn" topic.

⁴⁶ The July 19, 2021 Staff Report overestimates the amount of sales tax revenue that is expected to flow to the City from on-site sales subject to state and local sales tax. Staff's revised estimate of annual sales tax revenue coming to the City from on-site sales is \$22,500 (for a revenue total of \$579,5000).

⁴⁷ At the City Council's November 29, 2021 meeting, the Surfliner Inn Project developers presented a revised proposal, which reduced the total rooms to thirty-nine (39). As noted in footnote 10 of this Report, however, the particulars of this development project are subject to change as the Surfliner Inn Project proceeds through the City's standard development review process. For the latest information on the proposed Surfliner Inn Project, including the current proposed design drawings, please visit the Surfliner Inn Project page on the City's website under the "Hot Topics" tab at the top of the homepage.

- (1) **Annual Base Rent.** The annual base rent is calculated as five and a half percent (5.5%) of appraised fair market value for the Surfliner Inn Project site paid monthly.
- (2) **Percentage Rent.** Percentage rent is defined as four and a half percent (4.5%) of gross revenue generated by the Surfliner Inn Project to the extent revenue exceeds annual base rent.
- (3) **Annual Base Rent Adjustments.**
 - Three (3) Year Adjustment. Every three (3) years, the annual base rent will be adjusted to the greater of (1) the Consumer Price Index increase, or (2) seventy-five percent (75%) of the average percentage rent and annual base rent over preceding three (3) years.⁴⁸
 - Twenty-Five (25) Year Adjustment. City option to reappraise Site value and set Annual Base Rent at the present value
- (4) **Construction Rent.** During construction of the Surfliner Inn Project, the Surfliner Inn Project developer will pay fifty percent (50%) of the annual base rent.

The City's current transient occupancy tax ("TOT") is paid by hotel and short-term rental guests at a rate of twelve percent (12%) of the room rate for stays of 30 days or less. According to the 2021 Carpinteria Valley Economic Profile, tourism is an important component of the local economy, generating substantial revenues and supporting a significant number of jobs. The City receives TOT revenue from its seven hotels/motels and from vacation rental units. TOT revenue for the current fiscal year is currently projected at \$2.3 million in the City's budget. TOT revenue contributes to the City's approximately \$11.6 million General Fund, which is the City's primary discretionary revenue fund that pays for basic services such as law enforcement, and streets and parks maintenance..

The combined sales tax rate paid in Carpinteria is nine percent (9%), with the following breakdown:⁴⁹

State Sales Tax:	7.25%
County Transportation:	0.500%
Local Sales Tax:	1.25%

The California Economic Forecast has estimated that visitors to Carpinteria account for 65 percent to 85 percent of all retail sales.⁵⁰ Sales tax revenue, currently projected at just over \$5 million, or nearly 35% of all discretionary revenue, is the City's largest tax revenue source. Carpinteria's retail industry relies more on visitor spending than resident spending and is heavily concentrated in "mom and pop" retail stores located in the Downtown district. Gas stations and grocery stores have accounted for just over 40

⁴⁸ Annual Base Rent will never decrease, but increases are capped at a 10 percent.

⁴⁹ The City receives 1% of the State Sales Tax. The City's 1% portion of the State Sales Tax and the Local Sales Tax is fully discretionary and available for any use determined appropriate by the City Council through budget adoption. The County half cent sales tax revenue is restricted to transportation projects/programs and allocated to Carpinteria and the other local governments in the County by formula and via grant programs.

⁵⁰ 2021 Carpinteria Economic Profile, p. 23.

percent of all sales in 2021, and restaurants and bars represented 25 percent. Due to the coronavirus, taxable retail sales declined sharply in 2020, but have recovered or are within full recovery this year in virtually all retail sales categories. Citywide retail sales, other than gas stations, have proven to be more resilient than the typical in Santa Barbara County due to the unique retail market in the City that has a small number of storefronts and virtually no big-box stores like Walmart or Target.

Because the retail environment is heavily dependent on tourism, the addition of a visitor destination such as the Surfliner Inn Project in the Downtown area would be expected to benefit local businesses that rely heavily on tourism dollars and municipal revenues that benefit from related taxes.

City costs associated with the development of Parcel A as described above, would be expected to include decreased maintenance costs associated with elimination of the public restroom (moved to Parcel B), and a reduced amount of lighting, landscaping and pavement maintenance for which the City is responsible. A new lease administration obligation would be incurred by the City; however, no new City staff or consultant services are expected to be required as a result of the need for annual lease administration.

Parcel B

Financial Profile changes related to contemplated development of Parcel B for public parking, trail and restroom facilities would include new maintenance obligations and associated expenses. The City estimates that the expenses would be similar to expenses the City currently incurs for maintenance of Parking Lot No. 3. This includes annual recurring maintenance expenses of approximately \$12,000, for landscape maintenance, utility expenses (electric, sewer and water), janitorial service, and parking lot sweeping. Capital maintenance expenses would be expected to be less initially due to facilities being new but, over time, similar to Parking Lot No. 3, with an average annual expense of approximately \$10,000, for restroom building painting, plumbing repairs, lighting repairs, replacement of landscape materials and/or irrigation repairs, parking lot striping and/or pavement maintenance.

Maintenance activity for public parking lots is funded by the City's Right-of-Way Maintenance District, AB 939 Fund, General Fund, and the Parking, Business and Improvement Area Fund.

iii. Housing Scenario

Should the Initiative be adopted and apply the REC Zoning with a Residential Overlay to Parcel A, the financial profile for Parcel A would change because it could be developed with residential units. Although the City would still own Parcel A, the City could choose to develop Parcel A with residential units subject to the REC Zoning and Residential Overlay provisions discussed above in Section 4.A. and 4.C. of this Report.

Parcel A has not previously been analyzed for residential development and therefore there is very limited information available to understand in any detail potential changes

to the financial profile of the parcel, i.e., City revenue and expenses, and other economic and public benefits, based on a residential development scenario that could result from passage of the Initiative.

Should the Initiative pass and development of multi-family housing on Parcel A occur, the City could expect, generally, the following changes in the financial profile of the parcel:

Lease or Sale Proceeds: The City has broad authority to enter into agreements to sell or lease City-owned property. Should housing become a permitted use as an outcome of the Initiative and a sale/lease and development permit is approved by the City for housing on Parcel A, City could receive related lease or sale proceeds.

Taxes and fees: The property would be expected to generate property tax revenue under either a lease or sale scenario for the purpose of building housing except for any part of the development that qualifies for a property tax exemption. Development fees, including development impact fees, would be collected pursuant to the City's fee schedule and Development Impact Mitigation Fees program.

Economic benefits: Multi-family residential use can provide housing that is affordable (available on a qualifying household income basis) and/or affordable by design, thus helping to provide workforce housing in support of local businesses, in particular, businesses that are a part of economic sectors, such as hospitality and agriculture, that pay lower wages.

Public Benefits: Development of the site for housing use could result in construction of public benefit projects, e.g., recreational trail(s), over portions of the property.

Expenses: All development types result in local government costs for delivery of municipal services such as policing. In general, cities do not evaluate the appropriateness of site specific development based solely on the revenue generating potential in relation to service costs. This is for equity reasons, because factors such as management practices can greatly influence service demands, and because certain development types, including multi-family housing, provide community benefits independent of direct revenue generation and such benefits, while potentially significant and desirable for a community, can be difficult to quantify.

B. Business Attraction and Retention

Currently Parcel A is designated to allow for commercial development and use. The 2016 Hotel Market Conditions Memorandum for Parcel A by Keyser Marston Associates recognizes that a hotel at this location would result in hotel guests spending money at other businesses in the City, supporting the local economy and helping to attract and retain retail/restaurant businesses.

The Initiative would result in no potential for commercial development or uses on the Parcels and therefore any related business attraction and retention benefits from commercial use, such as an inn, would not occur. However, if the result of the Initiative is to allow for residential development on Parcel A, one effect could be a potential increase in business attraction and retention for local businesses due to additional inhabitants residing nearby. Moreover, the addition of residential development could introduce more variety, and therefore economic vibrancy, to the mix of uses in the downtown area.

C. Employment

Currently Parcel A is designated to allow for commercial development and use. An inn/restaurant concept is being considered by the City for the site. The developer has estimated that the hotel would require 3 to 9 employees per shift, with a total of three shifts per day, and the restaurant is anticipated to have two shifts with 7-8 employees per shift. Also, the 2016 Hotel Market Conditions Memorandum for Parcel A by Keyser Marston Associates recognizes that a hotel at this location would result in hotel guests spending money at other businesses in the City, supporting the local economy and helping to attract and retain retail/restaurant businesses.

The Initiative would result in no potential for commercial development/uses on the properties and therefore any related job production and retention benefits would not occur. However, if the result of the Initiative is to allow for residential development on Parcel A, an indeterminate increased level of business attraction and retention for local businesses could be expected, which may also have the potential to augment employment opportunities.

6. INFRASTRUCTURE

A. Parking

As discussed above, the Initiative would preserve existing parking spaces in Parking Lot No. 3 on Parcel A, while potentially precluding the development of new parking on Parcel B, effectively resulting in no change in existing parking on Parcels A and B. The development scenarios previously described in this Report include an inn development concept that, if approved for construction, would reduce the current 113 spaces in Parking Lot No. 3 by 66,⁵¹ and would construct a new approximately 83 space parking lot on Parcel B. According to the Downtown Parking Study, filed by the City Council in November 2021, none of the currently conceived development scenarios affecting Parcels A and B have the potential to result in a parking shortage in the Downtown.⁵² In

⁵¹ Parking Lot 3 would be expanded to the west by approximately sixty (60) feet onto an adjacent parcel, where an additional fourteen parking spaces are contemplated, bringing the total number of parking spaces to sixty one (61).

⁵² The Study is available online on the City's website under the "Hot Topics" tab at the top of the homepage.

this context, the Initiative would not be expected to result in any significant positive or negative impact on parking availability in the Downtown.

The Initiative could result in a prohibition on any new parking on City parcels with the OSR Land Use category.⁵³ Should this be a result of the Initiative, any site in the City with the OSR Land Use category that generates demand for parking, such as a park or open space area, could be precluded from building new or additional parking.

7. INITIATIVE AMENDMENT

*If the Initiative is adopted, the Initiative's regulations can only be repealed or amended by the voters.*⁵⁴ Voter approval for any future amendment to the General Plan or Zoning made by this Initiative could be pursued in one of two ways, by:

- "Voter-sponsored measures," which, like the Initiative itself, are placed on the ballot by individuals pursuant to the initiative power described in the California constitution⁵⁵; or,
- "Council-sponsored measures," which are placed on the ballot by the City Council.⁵⁶

For a voter-sponsored measure to be placed on the ballot, the proponents of the measure must do the following:

- Submit a notice of intent to circulate the proposed initiative petition;
- Request and obtain the official title and summary from the City Attorney; and,
- Gather and file with the City the requisite number of valid signatures within 180 days of receiving the official title and summary, after complying with various other requirements.

In addition, the City Council may submit a proposal to the voters if it chooses. Unlike voter-sponsored measures, those that are City Council-sponsored are subject to the California Environmental Quality Act ("CEQA") and, accordingly, the City Council would need to comply with CEQA, where required, prior to placing a measure on the ballot.

Any election naturally has associated costs. The estimated cost for holding an election depends on whether the City places the measure(s) on the ballot under one of the two allowable types of elections:

- Stand-alone election, which is an election on a date that the County is not already conducting an election; or,
- Consolidated election, which is an election where some other matter is already on the ballot, such as a statewide primary or general election.

⁵³ For a more detailed discussion of this topic, see Section 4.A. of this Report.

⁵⁴ Elections Code Section 9217; See also Section 9 of the Initiative.

⁵⁵ Cal Const art II, Section 8(a).

⁵⁶ Elections Code Section 9222.

Based on the most recent information available from the Santa Barbara County Elections Division, a stand-alone election costs approximately \$35,000 to \$40,000. For a consolidated election, the cost is roughly \$10,000 to \$12,000. These costs are estimates only and do not include any staff time and other expenses that the City might incur, and would depend, for instance, on the complexity of the initiative.

8. EFFECTIVE DATE SHOULD THE INITIATIVE BE ADOPTED

The City of Carpinteria lies entirely within the coastal zone and is therefore subject to the California Coastal Act ("Act"), a comprehensive scheme that governs land use planning for the entire coastal zone of California. The Act requires every city and county lying in whole or in part within the coastal zone to prepare and submit to the Coastal Commission a Local Coastal Program ("LCP"), which consists of a Coastal Land Use Plan and an Implementation Plan.⁵⁷ The precise content of a LCP is determined by the local government in full consultation with the Commission and must meet the requirements of and implement the provisions and policies of the Act at the local level.

As is noted above, the City has a combined General Plan / CLUP, though the two are theoretically standalone policy documents with overlapping subject matter. Because the two documents cannot be separated, this Report refers to the combined documents as the "General Plan," and assumes that the Initiative's amendments to the City's General Plan, in fact, seek to modify the provisions of the General Plan / CLUP. As the CLUP, and any amendments to it, must be certified by the Coastal Commission before taking effect, the typical procedure for amending the General Plan / CLUP calls for concurrently applying for an CLUP amendment with the Commission during the updating process.⁵⁸ However, CLUP amendments generated by an initiative may be submitted after adoption or voter-approval to the Coastal Commission for certification.

Generally, amending a General Plan, CLUP, or any parts of the Implementation Plan, such as a zoning ordinance, by initiative is not subject to the "normal" statutory procedural requirements requiring extensive public participation that would otherwise occur when the City Council reviews these matters. Similarly, the CEQA Guidelines specifically except initiatives from environmental review.⁵⁹

If the Initiative is adopted, the City Council will be required to adopt a resolution to submit the General Plan/CLUP and Zoning Code amendment to the Coastal Commission for review and certification. From this point forward, the approval and certification timelines for initiative amendments are generally the same as those that would apply to City Council-proposed amendments to the CLUP or LCP, provided in

⁵⁷ The Implementation Plan consists of the zoning regulations, any specific plans, etc.

⁵⁸ See Title 14 of the California Code of Regulations, Section 13500 et seq.

⁵⁹ Title 14 of California Code of Regulations, Section 15378(b)(3) (excluding from the definition of "project" under CEQA "[t]he submittal of proposals to a vote of the people of the state or of a particular community"). The California Supreme Court has held that CEQA compliance is not required before the legislative body submits an initiative to voters or when the legislative body adopts the initiative directly. A report on the effects of the initiative is the exclusive means for assessing the potential environmental impact of such initiatives. (*Tuolumne Jobs & Small Business Alliance v. Superior Court* (2014) 59 Cal. 4th 1029.)

Public Resources Code Sections 30512, 30513, and 30514. Other implementing actions, such as changes to the City's Zoning regulations and Zoning district maps, must also be submitted to the Commission for review and certification. Concurrently, the City would likely submit the Initiative measure to HCD for approval as well.

Therefore, implementation of the Initiative may not be immediate and automatic, as Section 6 of the Initiative ("Implementation") appears to state. It provides as follows:

"A. This Initiative is considered adopted and effective upon the earliest date legally possible after either the City Council adopts the Initiative as law upon its qualification or, if it is placed on the ballot, the elections official certifies the vote on the Initiative by the voters of the City of Carpinteria. Upon the effective date of this Initiative, the City is directed to promptly take all appropriate actions needed to implement this Initiative, including but not limited to taking any administrative steps necessary to update any and all City maps, figures, and any other documents maintained by the City so they conform to the legislative policies set forth in this Initiative.

B. Upon the effective date of this Initiative, the General Plan amendments of Section 3 of this Initiative are hereby inserted into the General Plan..."

Other potential actions to fulfill initiative's intent

The City recognizes that certain features of the Initiative present inconsistencies with the current Zoning Code, General Plan / CLUP, and state laws.

There are several options in this regard that are presented here for the public's benefit but which do not necessarily reflect staff's recommendation or a commitment by the City for future action. For example, the City may need to undertake actions outside of the Initiative to effectuate its provisions, such as:

1. Amend the Residential Overlay Zone district regulations to add that an overlay can be placed on Recreation District (REC) parcels;
2. Amend the Zoning Code to expressly prohibit new parking in the REC District; and/or
3. Rezone other parcels in the City to satisfy SB 330 prior to submission of the Initiative ordinance to HCD.

These options, however, present their own issues because they do not necessarily resolve the inconsistencies mentioned above.

9. CONCLUSION

The Report encompasses City Staff's analysis of the Initiative based on the issue areas identified in Election Code Section 9212. The Report is not intended to be a comprehensive analysis of all the potential impacts of the Initiative, nor a conclusive

interpretation of the Initiative. Staff may supplement its analysis of the Initiative through supplemental reports or as directed by the City Council.

Exhibit A

Notice of Intent to Circulate Initiative Petition & Initiative Petition

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ANDREA SHERIDAN ORDIN
SENIOR COUNSEL

June 3, 2021

VIA HAND DELIVERY

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

RECEIVED

JUN 04 2021

CITY OF CARPINTERIA

Re: The Save Our Downtown and Beach Parking Lot Initiative

Dear Ms. Garcia:

For your immediate attention, enclosed please the following documents relating to an initiative titled the Save Our Downtown and Beach Parking Lot Initiative (the "Initiative"):

- (1) Notice of Intent to Circulate Petition (Elections Code, § 9202);
- (2) Text of the Initiative (Elections Code, § 9202);
- (3) Certifications regarding use of signatures (Elections Code, § 9608); and
- (4) Initiative proponent's authorization for Strumwasser & Woocell LLP to handle the filing of the Initiative petition, as well as any related actions and/or correspondence with elections officials relating to the Initiative (Elections Code, § 9210).

Pursuant to Elections Code section 9203(a), this letter shall serve as formal written request that a ballot title and summary of the measure be prepared by the City Attorney. I am enclosing a draft Title and Summary for reference and convenience.

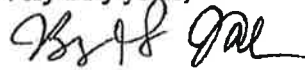
The names and addresses of the persons proposing this measure (the "proponents") are:

Amrita M. Salm
797 Arbol Verde Street
Carpinteria, CA 93013

Gary Campopiano
5345 Eighth Street
Carpinteria, CA 93013

Please do not hesitate to contact me if you have any questions. Thank you for your assistance.

Very truly yours,



Beverly Palmer

**NOTICE OF INTENT TO CIRCULATE PETITION
SAVE OUR DOWNTOWN AND BEACH PARKING LOT INITIATIVE**

Notice is hereby given by the persons whose names appear hereon of their intention to circulate a petition within the City of Carpinteria for the purpose of proposing amendments to the City's General Plan land use designation map and text and to the City's zoning map and zoning ordinance. A statement of the reasons for the proposed action as contemplated in the petition is as follows:

This initiative changes the zoning of our **Downtown and Beach Parking Lot** from General Commercial to Open Space/Recreation, to preserve and provide protection for existing public parking and general open space. The initiative will accomplish six primary objectives:

- It respects the City's mission statement that "the Government in Carpinteria shall be open, honest and equitable and shall encourage, to the fullest extent possible, public participation in the decision-making process;"
- It abides by the City's written agreement, signed and dated May 18, 1989, to accept this property from Southern Pacific (SPTC Holding, Inc.) for public purposes;
- It changes the current general plan designation and zoning of **Downtown and Beach Parking Lot** from Commercial to Open Space/Recreation thus protecting this needed parking lot from commercial development;
- It aligns the Open Space general plan and zoning designation with zoning of the two adjacent parcels of Open Space, commonly known as: (1) the Community Garden, and (2) the Coastal Open Space Corridor south of the railroad tracks;
- It reaffirms goals and objectives of the Carpinteria's General Plan and the California Coastal Commission;
- It preserves existing and vital beach, tourist, and downtown parking.

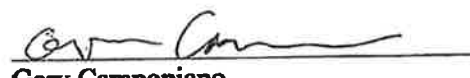
For the last five years, more than a thousand Carpinterians have spoken, written and expressed their opposition to the leasing of public land and/or the development of a boutique hotel on our **Downtown and Beach Parking Lot** without avail.

Carpinteria needs to maintain its existing free, convenient and safe public parking to accommodate beachgoers, business employees, consumers, tourists and train passengers. We also need to safeguard the coastal urban wildlife open space corridor south of the railroad tracks, while preserving mountain views. These components are integral to our small town, friendly, non-commercial character.

Call to action: Carpinteria's public **Downtown and Beach Parking Lot** is in danger of private development through a long-term lease for a privately owned hotel. This Initiative lets Carpinterians show that they want to keep this property as public land for parking purposes, preserving the Downtown and Beach Parking Lot, and keeping the Coastal Open Space Corridor south of the railroad tracks free of parking lots. To support these goals, please sign this Petition.

Signed:


Amrita M. Salm


Gary Campopiano

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

The people of the City of Carpinteria do ordain as follows:

Section 1. Title.

This initiative measure ("Initiative") shall be known as the "Save Our Downtown and Beach Parking Lot Initiative."

Section 2. Findings and Purpose.

A. Findings. The people of the City of Carpinteria find and declare the following:

- 1. The approximately 1.15-acre property located at 499 Linden Avenue (APN 004-105-011), labeled as Parcel A, Downtown and Beach Parking Lot, on Exhibits A, B & C, currently consists of City Parking Lot #3 or Downtown and Beach Parking Lot. The City of Carpinteria's General Plan classifies this property as General Commercial. The property is adjacent to the Carpinteria Community Garden Park.**
- 2. This property is owned by the City of Carpinteria. On May 18, 1989 the City accepted this property from Southern Pacific (SPTC Holding, Inc.) for public purposes, as shown on Exhibit D to this Initiative.**
- 3. The approximately 1.27-acre property located at 399 Linden Avenue on the south side of the railroad tracks (APN 004-105-026), labeled as Parcel B, Coastal Open Space Corridor, on Exhibits A, B & C, currently consists of Open Space. The General Plan designates these properties as Open Space/Recreation. The property was acquired by the City in 2013.**
- 4. The General Plan contains policies to protect, preserve and enhance local natural resources, to provide adequate parking for the public and for public coastal access, to avoid placing development where exposed to hazards of transportation corridors, and for ensuring that zoning and development is consistent with zoning and development on adjacent and nearby parcels.**
- 5. The purpose of the General Plan land use designation is to establish the type and intensity of land uses on properties consistent with their designation in the General Plan Land Use Element and Land Use Map. The zoning designations for each property must be consistent with the General Plan designation.**
- 6. The voters seek to preserve the Downtown and Beach Parking Lot for its current use as a public parking lot, and to preserve the Coastal Open Space Corridor in its current open space/habitat corridor status, and thereby wish to propose this Initiative, which will re-designate and re-zone these properties, by Initiative, so that their zoning is fixed and cannot be changed absent a vote of the people.**

B. Purpose. The purpose of this Initiative is to amend the General Plan designation and zoning of the Downtown and Beach Parking Lot and Coastal Open Space Corridor in

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

order to maintain the current use of those sites. The General Plan designations and zoning for these sites will create a consistency of designations and zoning across these nearby sites, also including the Carpinteria Community Garden Park. The Downtown and Beach Parking Lot will remain zoned for public parking use and purposes, but not for other commercial uses, with allowance for limited residential-only use consistent with the Residential overlay zone as required by California Government Code section 66330, subdivision (b)(1)(A).

Section 3. City of Carpinteria General Plan Amendments

A. The voters hereby amend the General Plan Diagram (excerpt shown in Exhibit B) of the City of Carpinteria to:

1. Change the General Plan designation of the Downtown and Beach Parking Lot property from General Commercial (GC), to Open Space Recreation (OSR).
2. Re-adopt, by this Initiative, the Open Space Recreation (OSR) designation on the Coastal Open Space Corridor property, as shown on Exhibit B.

B. The voters hereby amend the text of Land Use Map descriptions as follows (additions shown in underline, non-underlined text is not being amended and is shown for context only):

1. Open Space/Recreation (OSR) The OSR land use category is intended to provide recreational areas (passive or active), including existing parking, City parks, beaches, golf courses and related uses. It also identifies open space areas. The OSR land use category may also provide for residential uses, only if the property is included in the Residential overlay zone.

Section 4. Zoning Amendments

The voters hereby amend the Zoning Map (excerpt shown in Exhibit C) of the City of Carpinteria, to:

1. Change the zoning on the Downtown and Beach Parking Lot property, as shown on Exhibit C, from CPD to REC/R.
2. Re-adopt, by this Initiative, the zoning on the Coastal Open Space Corridor property, as shown on Exhibit C, as REC.

Section 5. Effect of Initiative on General Plan Land Use Classification and Zoning on Subject Properties Only

This Initiative adopts General Plan designations and zoning designations only for the Downtown and Beach Parking Lot and Coastal Open Space Corridor properties, which are specifically identified in this Initiative. The Initiative does not adopt, alter, or change any other land use classifications or zoning on any other real property in the City of Carpinteria.

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

Section 6. Implementation

- A. This Initiative is considered adopted and effective upon the earliest date legally possible after either the City Council adopts the Initiative as law upon its qualification or, if it is placed on the ballot, the elections official certifies the vote on the Initiative by the voters of the City of Carpinteria. Upon the effective date of this Initiative, the City is directed to promptly take all appropriate actions needed to implement this Initiative, including but not limited to taking any administrative steps necessary to update any and all City maps, figures, and any other documents maintained by the City so they conform to the legislative policies set forth in this Initiative.
- B. Upon the effective date of this Initiative, the General Plan amendments of Section 3 of this Initiative are hereby inserted into the General Plan; except that if the four amendments of any mandatory element of the General Plan permitted by state law for any calendar year have already been utilized in the year in which this Initiative becomes effective, the General Plan amendments set forth in this Initiative shall be the first amendments inserted into the General Plan on January 1 of the next year. The City may reorganize, renumber, and/or reformat the General Plan provisions of Section 3 of this Initiative, provided that the full text is inserted into the General Plan without alteration.
- C. The General Plan in effect on the date of filing of the Notice of Intent to Circulate this Initiative ("Filing Date"), and the General Plan as amended by this Initiative, comprise an integrated, internally consistent, and compatible statement of policies for the City. To ensure that the City's General Plan remains an integrated, internally consistent, and compatible statement of policies for the City, any provision of the General Plan that is adopted between the Filing Date and the effective date of the General Plan amendments adopted by this Initiative shall, to the extent that such interim-enacted provision is inconsistent with or would diminish, render invalid, defeat, or impair the General Plan amendments adopted by this Initiative, be amended as soon as possible and in the manner and time required by state law to ensure consistency between the provisions adopted by this Initiative and other elements of the General Plan.
- D. Upon the effective date of this Initiative, the provisions of Section 4 (Zoning Amendments) of this Initiative are hereby inserted into the Carpinteria Municipal Code. The City may reorganize, renumber, and/or reformat the provisions of Section 4 of this Initiative, provided that the full text is inserted into the Municipal Code without alteration.

Section 7. Effect of Other Measures on the Same Ballot

It is the voters' intent to comprehensively establish the potential future uses and development of the specific properties that are subject to the Initiative, including preservation of Coastal Open Space Corridor in its current open space state and the preservation of the Downtown and Beach Parking Lot for continued parking uses. To ensure that this intent is not frustrated, and in the event this Initiative is not adopted by the City Council as law, this Initiative shall be presented to the voters as an alternative to, and with the express intent that it will compete with, any and all

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

voter initiatives or City-sponsored measures placed on the same ballot as this Initiative and which, if approved, would regulate the use or development of the subject properties in any manner whatsoever (each, a "Conflicting Initiative"). In the event that this Initiative and one or more Conflicting Initiatives are adopted by the voters at the same election, then it is the voters' intent that only that measure that receives the greatest number of affirmative votes shall control in its entirety and said other measure or measures shall be rendered void and without any legal effect. In no event shall this Initiative be interpreted in a manner that would permit its operation in conjunction with the non-conflicting provisions of any Conflicting Initiative. If this Initiative is approved by the voters but superseded by law in whole or in part by any other Conflicting Initiative approved by the voters at the same election, and such Conflicting Initiative is later held invalid, this Initiative shall be self-executing and given full force of law.

Section 8. Interpretation and Severability

A. This Initiative must be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Initiative. The voters declare that this Initiative, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Initiative that can be given effect without the invalid application.

B. If any portion of this Initiative is held by a court of competent jurisdiction to be invalid, we the People of the City of Carpinteria indicate our strong desire that: (i) the City Council use its best efforts to sustain and re-enact that portion, and (ii) the City Council implement this Initiative by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Initiative, including adopting or reenacting any such portion in a manner consistent with this Initiative.

C. The Proponents of this Initiative, and any committee formed to support this Initiative, shall have standing to enforce and defend the provisions of this Initiative in any judicial forum, as necessary.

D. This Initiative must be broadly construed in order to achieve the purposes stated above. It is the intent of the voters that the provisions of this Initiative be interpreted or implemented by the City and others in a manner that facilitates the purpose set forth in this Initiative.

Section 9. Amendment

The provisions of this Initiative can be amended or repealed only by a majority of voters of the City of Carpinteria voting in an election held in accordance with state law.

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

Section 10. Inconsistent Provisions Repealed

Any provisions of the City of Carpinteria Municipal Code, or any other ordinances of the City inconsistent with this Initiative, to the extent of such inconsistencies and no further, are hereby repealed. This Initiative expresses the voters' intent to eliminate any possible inconsistency between existing code provisions and the amended General Plan designations and zoning designations.

Section 11. Exhibits

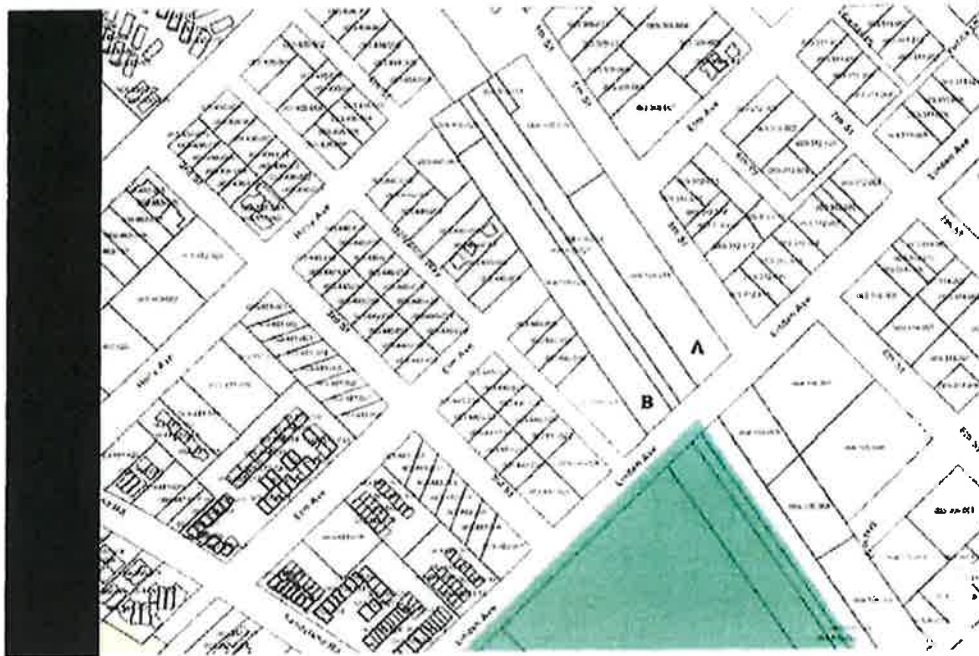
The following Exhibits A-D are provided for reference for the voters and incorporated by reference herein. The maps are intended to provide context and information regarding the location and current General Plan designations and zoning designations of the Downtown and Beach Parking Lot and the Coastal Open Space Corridor, as well as the designations of surrounding properties. The inclusion of the maps does not amend the General Plan or zoning designations of any property other than those specifically amended in this Initiative.

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

Exhibit A Identification of Affected Properties

Obtained from Santa Barbara County Geographic Information System.

☰ Santa Barbara County Land Use and Zoning Map



Parcel Label	APN	Referenced in Initiative By Name
A	004-105-011	Downtown and Beach Parking Lot
B	004-105-026	Coastal Open Space Corridor

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

Exhibit B General Plan Designations



Land Use Map

Parcel Label	Current Designation	Designation Adopted by Initiative
A	GC	OSR
B	OSR	OSR

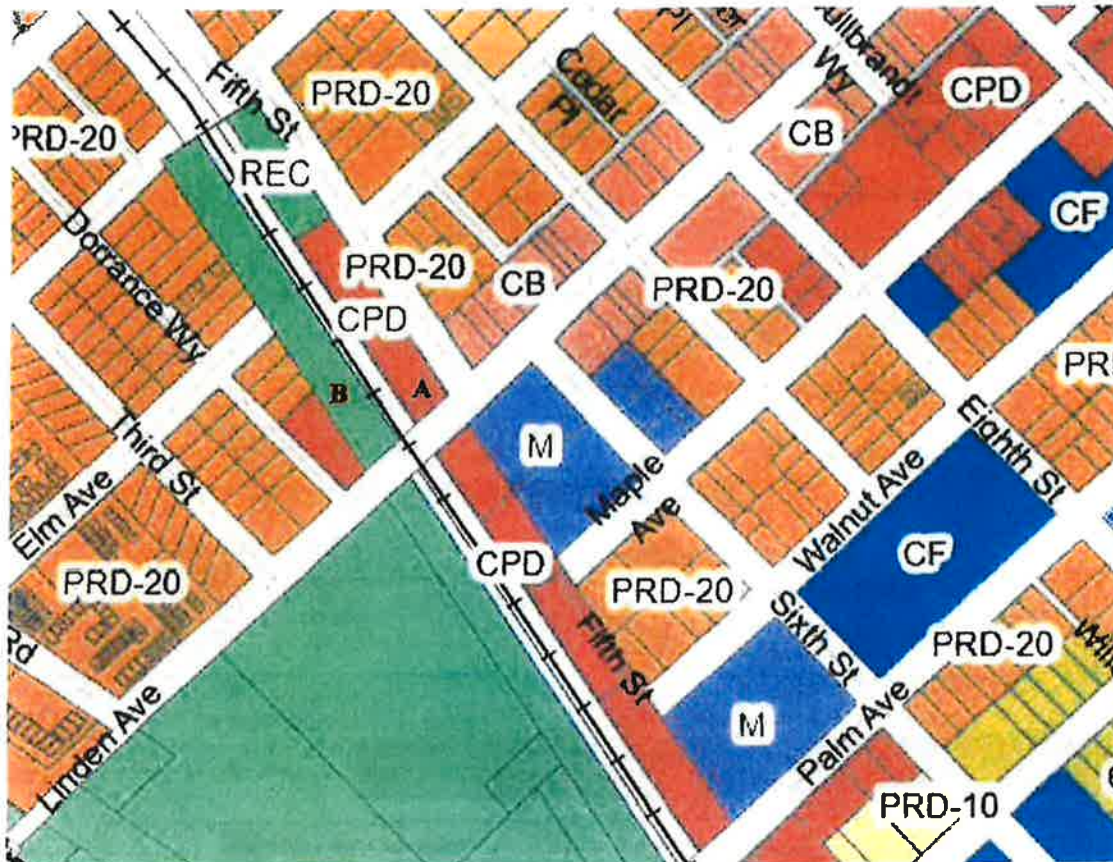
Land Use Map

AG	Agriculture	GC	General Commercial
LCR	Low Density Residential-County	VC	Visitor-serving Commercial
RR	Rural Residential	GI	General Industrial
LDR	Low Density Residential	CDI	Coastal Dependant Industrial
MDR	Medium Density Residential	RDI	Research Development Industrial
TC	Transportation Corridor	OSR	Open Space/Recreation
-----	City Limits	PUD	Planned Unit Development
-----	Sphere of Influence	PF	Public Facility
GP Reference to the N of			

NOTE: The Urban/Rural Boundary is the same as the City Limits except where noted

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

Exhibit C
Zoning Designations



Parcel Label	Current Designation	Designation Adopted by Initiative
A	CPD	REC/R
B	REC	REC

ZONING DISTRICTS

Residential

- PRD-13 Planned Residential Development District - Maximum Density 13 Units/Acre
- 8-R-1 Single Family Residential District - Minimum Lot Size 8,000 square feet
- PRD-10 Planned Residential Development District - Maximum Density 10 Units/Acre
- PUD Planned Unit Development District
- 7-R-1 Single Family Residential District - Minimum Lot Size 7,000 square feet
- PRD-20 Planned Residential Development District - Maximum Density 20 Units/Acre
- 6-R-1 Single Family Residential District - Minimum Lot Size 6,000 square feet
- 4-R-1 Single Family Residential District - Minimum Lot Size 4,000 square feet
- 20-R-1 Single Family Residential District - Minimum Lot Size 20,000 square feet
- PRD-4 Planned Residential Development District - Maximum Density 4 Units/Acre
- PRD-18 Planned Residential Development District - Maximum Density 18 Units/Acre
- PUD-4.6 Planned Unit Development District - Maximum Density 4.6 Units/Acre
- PUD-5 Planned Unit Development District - Maximum Density 5 Units/Acre
- PRD-15 Planned Residential Development District - Maximum Density 15 Units/Acre
- MHP Mobile Home Park Planned Development District
- CITY BOUNDARY

Industrial

- M General Industrial District
- M-CD Coastal Industrial District
- M-RP Industrial/ Research Park District

Commercial

- CPD Commercial Planned Development District
- CB Central Business District
- CPD/R Commercial Planned Development District/ Residential Overlay
- RES Resort District

Other

- UT Public Utility District
- A-10 Agricultural - Minimum 10-Acre Parcel
- REC Recreation District
- A-5 Agricultural - Minimum 5-Acre Parcel
- CF Community Facility District

Schools

- Elementary School
- High School
- Middle School

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

Exhibit D

Corporation Grant Deed and Certificate of Acceptance for Downtown and Beach Parking Lot

RECORDING REQUESTED BY

TICOR TITLE INS.
#200795-KAT

AND WHEN RECORDED MAIL TO

ALAN R. COATES, JR.
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

MAIL TAX STATEMENTS TO

same as above

89-034263

Recorded
Official Records
County of
Santa Barbara
Kenneth A. Pettit
Recorder
8:00am 25-May-89

Rec Fee .00
Total .00

ML 3

NO TAX DUE

NO FEE

APN 03-010-04

CORPORATION GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SPTC HOLDING, INC., a corporation organized under the laws of the State of Delaware, does hereby GRANT to CITY OF CARPINTERIA, a Municipal corporation, the real property in the City of Carpinteria, County of Santa Barbara, State of California, described as

Parcel One of Parcel Map No. 25,143, in the City of Carpinteria, County of Santa Barbara, State of California as per Parcel Map filed in Book 43 Pages 62 and 63 of Parcel Maps, in the Office of the County Recorder of said County.

Grantor hereby excepts from the property hereby conveyed and reserves unto itself, its successors and assigns, all minerals and mineral rights, interests, and royalties, including without limiting the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, in and under said property; however, Grantor or its successors and assigns shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property in connection therewith.

This Grant is made subject to all covenants, conditions, restrictions, exceptions, easements, rights of way, rights of access, agreements, reservations, encumbrances, liens and other matters as

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

- 2 -

the same may be of record; any matter which would be disclosed by survey, investigation or inquiry; and any tax, assessment or other governmental lien against said property.

Dated: MAY 18, 1989

SPTC HOLDING, INC.,
a Delaware corporation

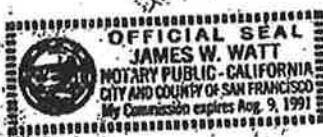
By: [Signature]
Title: Vice President - Real Estate

By: [Signature]
Title: Secretary

STATE OF CALIFORNIA
City and County of San Francisco

On this 18th day of May in the year One Thousand Nine Hundred and Eighty Nine
before me, JAMES W. WATT, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

(Notary Public Seal)



Corporation

My Commission Expires August 9, 1991

S. D. Steel
personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the VICE President, and
T. F. O'Donnell II personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

[Signature]
Notary Public in and for the City and County of San Francisco, State of California.

INITIATIVE MEASURE TO BE DIRECTLY SUBMITTED TO THE VOTERS

CERTIFICATE OF ACCEPTANCE
Government Code Section 27281

This is to Certify, that the City of Carpinteria, grantee herein, hereby accepts for public purposes the real property, or interest therein, conveyed by the within deed and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this 18th day of May, 1989.

CITY OF CARPINTERIA

By:

Allan R. Coates, Jr.
Allan R. Coates, Jr.
City Manager/Clerk

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

} ss

On May 18, 1989, before me, Deputy City Clerk for the CITY OF CARPINTERIA, personally appeared Allan R. Coates, Jr., known to me to be the City Manager of the CITY OF CARPINTERIA, and known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same on behalf of the CITY OF CARPINTERIA.

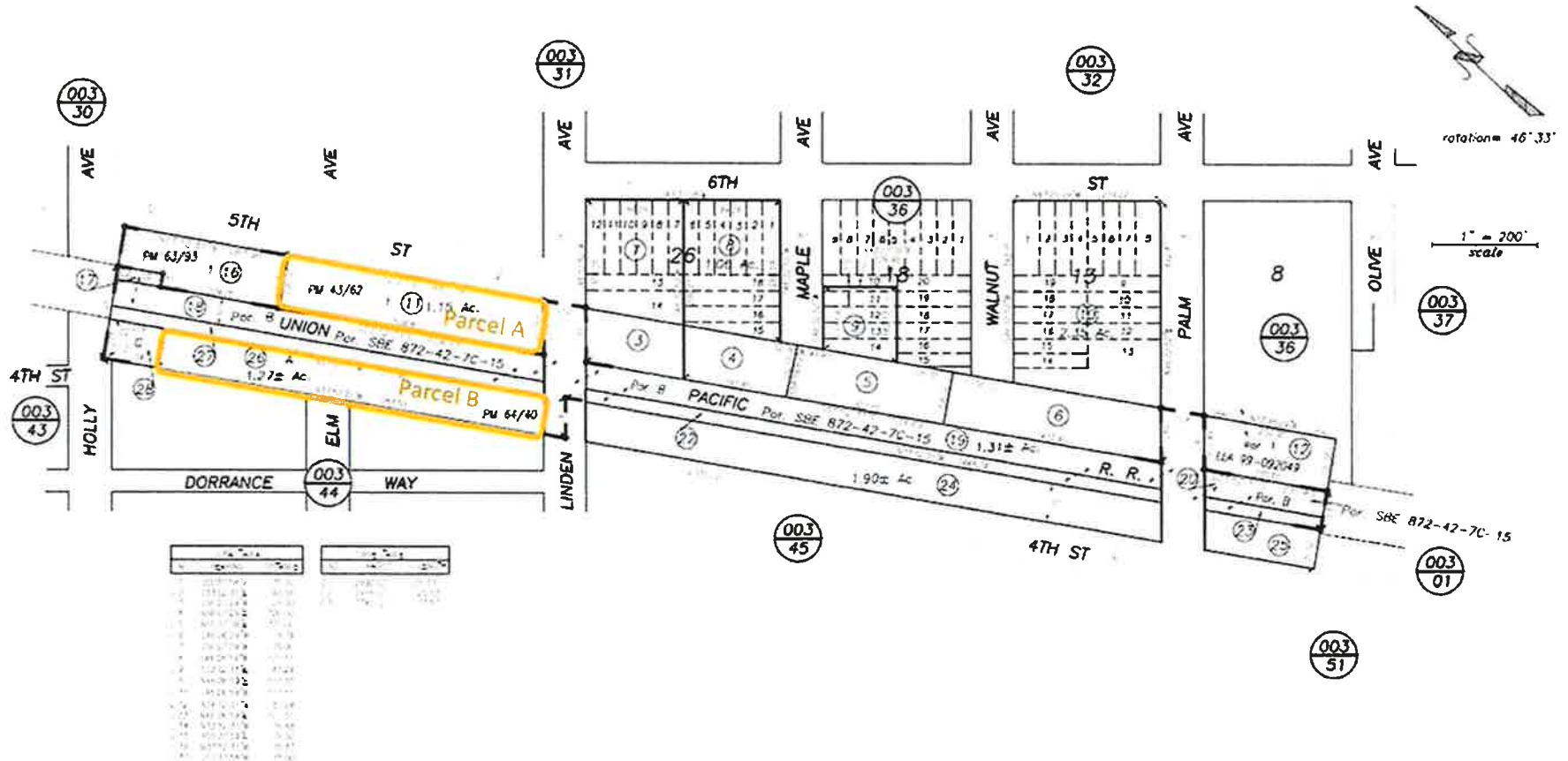
Jayne A. Diaz
Jayne A. Diaz
Deputy City Clerk

Exhibit B

Map Depicting Location of Parcel A and Parcel B

POR. PUEBLO LANDS

004-105



NOTICE
Assessor's Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

City of Carpinteria
Assessor's Map Bk. 004 -Pg. 105
County of Santa Barbara, Calif.

LD/14 21 to 26, 27 & 28

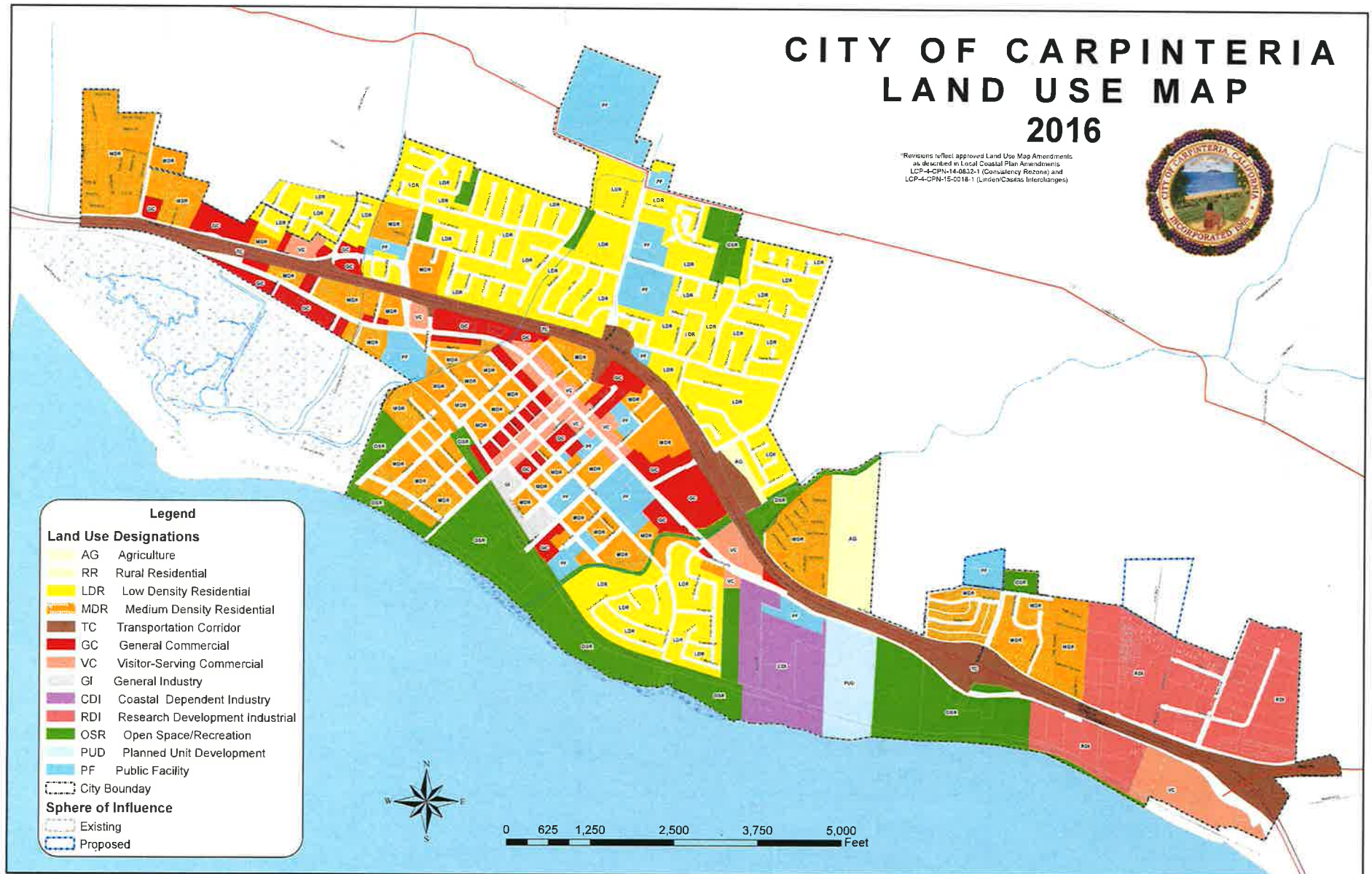
04/27/1889 R.M. Bk. 2 , Pg. 7 , Tract "Town Of Carpinteria"
05/04/1887 Rack 2 , Map 4 , Tract "Town Of Carpinteria"

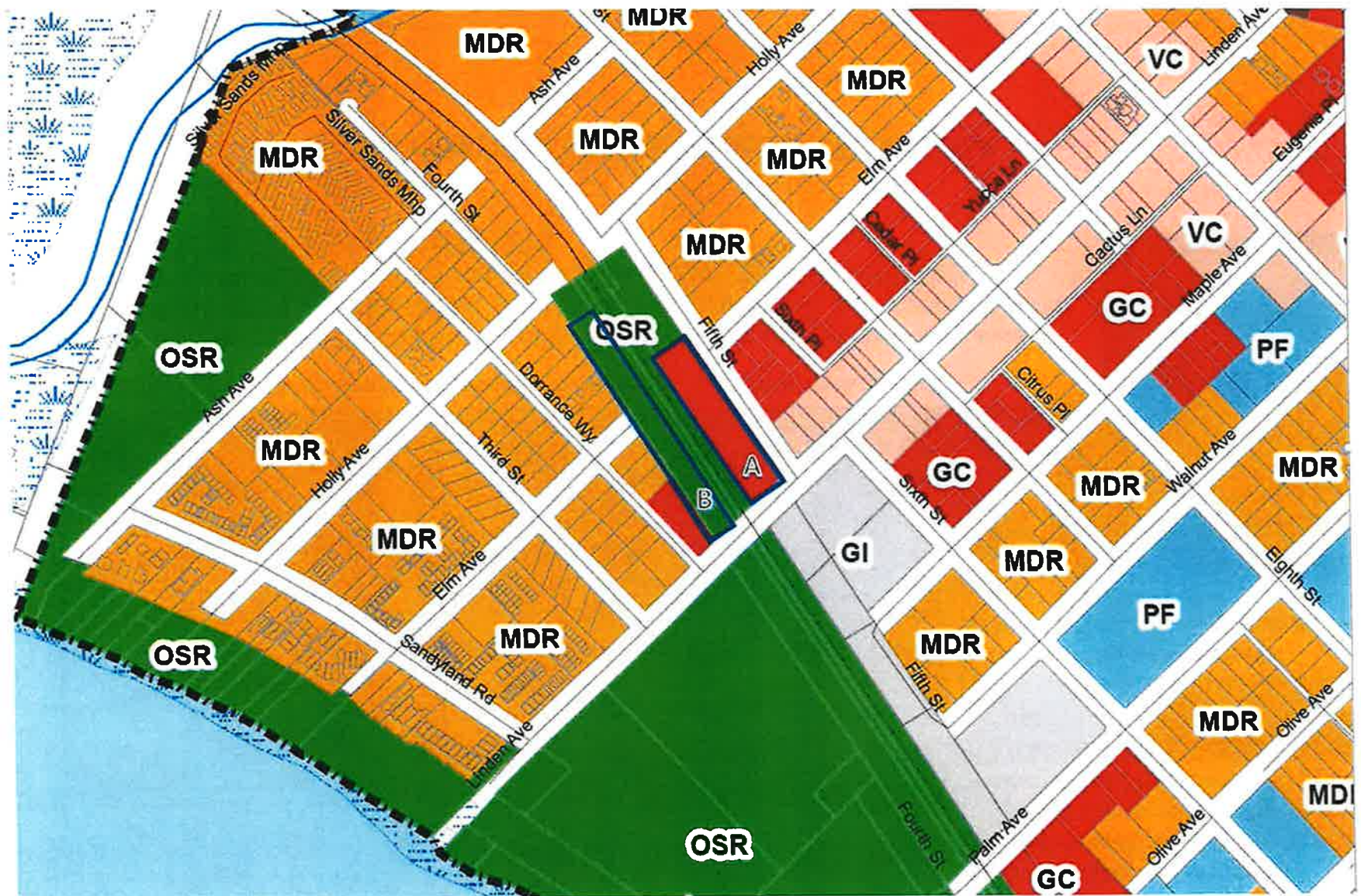
• **Exhibit C**

City's General Plan Land Use Map (2016)

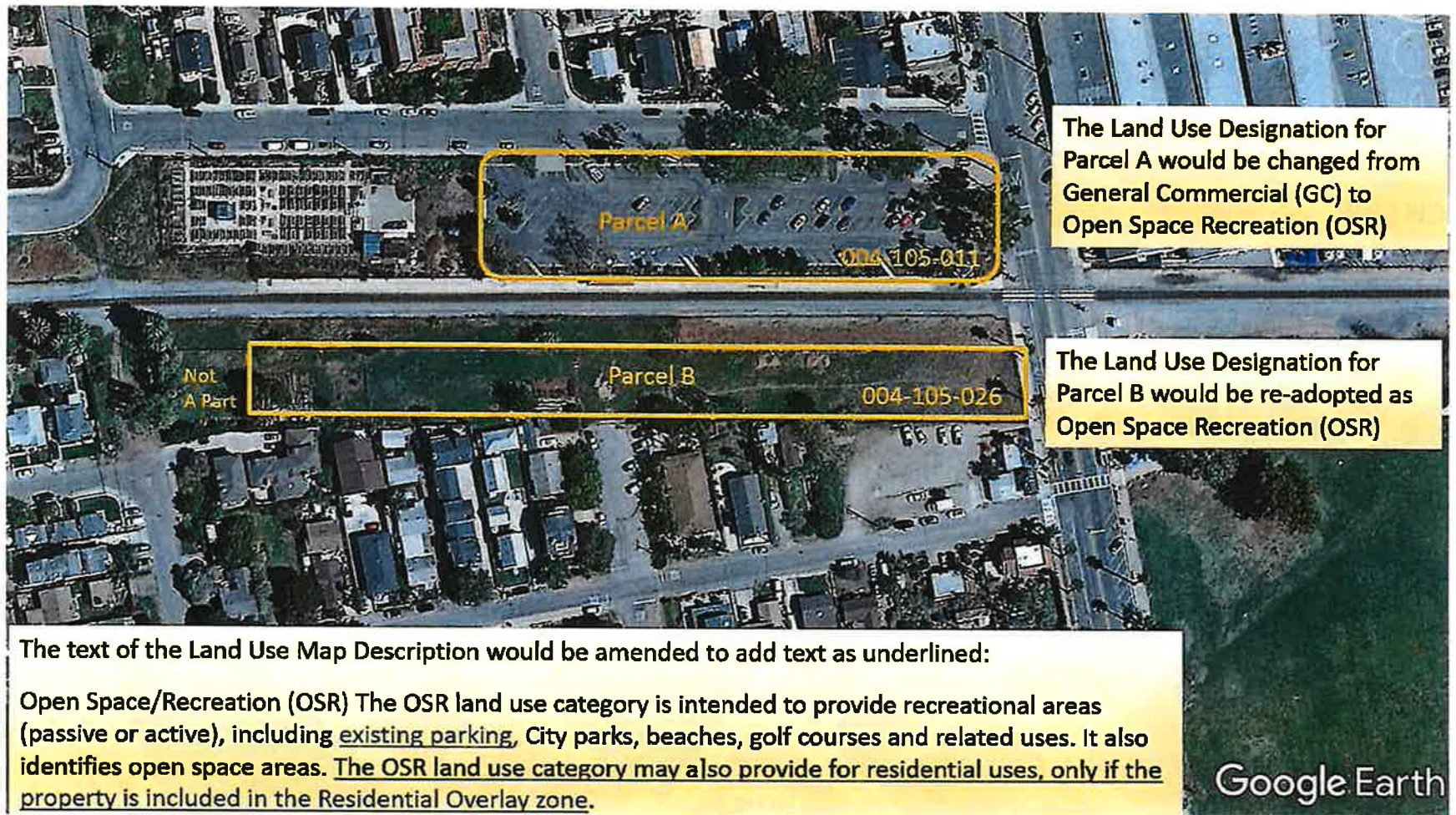
CITY OF CARPINTERIA LAND USE MAP 2016

*Revisions reflect approved Land Use Map Amendments
as described in Local Coastal Plan Amendment:
LCP-4-CPN-14-0832-1 (Consistency Rezoning) and
LCP-4-CPN-15-0018-1 (Linden/Casitas Interchanges)





Current General Plan Land Use Categories



General Plan Changes Proposed by Initiative

Exhibit D

Letter Dated 8/16/21 from Strumwasser & Woocher, LLP re: SB 330

STRUMWASSER & WOOCHELL LLP

MICHAEL J. STRUMWASSER
BRYCE A. GEE
BEVERLY GROSSMAN PALMER
DALE K. LARSON
CAROLINE C. CHIAPPETTI
JULIA G. MICHEL
SALVADOR E. PEREZ

ATTORNEYS AT LAW
10940 WILSHIRE BOULEVARD, SUITE 2000
LOS ANGELES, CALIFORNIA 90024

TELEPHONE: (310) 576-1233
FACSIMILE: (310) 319-0156
WWW.STRUMWOOCHELL.COM

FREDRIC D. WOOCHELL
ANDREA SHERIDAN ORDIN
SENIOR COUNSELS

† Also admitted to practice in Washington

August 16, 2021

Via email to PublicComment@ci.carpinteria.ca.us

City of Carpinteria City Council
5775 Carpinteria Avenue
Carpinteria, CA 93013

Re: August 16 Special Meeting Agenda

Dear City Councilmembers:

We write on behalf of the Committee to Save Our Downtown and Beach Parking Lot and the citizen proponents of the Save Our Downtown and Beach Parking Lot Initiative ("Initiative") that is the subject of this Special Meeting of the City Council. The purpose of this letter is to clarify why the proponents of the Initiative included a residential overlay for the parcel currently known as Parking Lot 3. The staff report, as presented, is misleading on the subject. This Initiative makes no changes to the existing allowable housing overlay.

In 2019, the Legislature passed Senate Bill 330, the Housing Crisis Act of 2019 ("SB 330"). This measure contained a number of provisions relevant to local government's ability to restrict the approval of housing projects. Among these provisions, SB 330 added section 66300 to the Government Code. Section 66300 provides that "with respect to land where housing is an allowable use, an affected . . . city shall not enact a development policy, standard, or condition that would have any of the following effects:" which includes "[c]hanging the general plan land use designation, specific plan land use designation, or zoning of a parcel or parcels of property to a less intensive use." (See Gov't Code, §66300, subd. (b)(1)(A).) Government Code 66300 (a)(3) includes as subject to the law's limitations "the electorate of an affected . . . city exercising its local initiative or referendum power." These provisions are intended to prevent local government or citizen initiatives from reducing the intensity of residential use by downzoning or General Plan amendment.

The parcel located at 499 Linden Avenue is currently zoned Commercial Planned Development District ("CPD"). The CPD zone generally is a commercial zone, but the zone's current permissible uses include "dwelling units integrated as part of the overall commercial development," as well as "residential-only development consistent with the provisions of Chapter 14.49 of this code (residential overlay district)."

Because housing is "an allowable use" in the CPD zone, the proponents of the Initiative were required by SB 330 to maintain the same intensity of residential use on the 499 Linden parcel as a permissible use of the property. In compliance with this requirement, the Initiative

CITY COUNCIL
AUGUST 16, 2021
PAGE 2

allows for residential use consistent with the residential overlay zone for parcels designated in the General Plan as Open Space/Recreation ("OSR"), *only* on those parcels in the Residential overlay zone ("R"). The Initiative rezones the 499 Linden Parcel from CPD to REC/R, allowing for potential residential development at the same intensity as would have been permitted under the CPD zone. However, other commercial uses would no longer be permitted. As SB 330 is expressly concerned with the provision of housing and residential development, the Initiative satisfies its requirements by maintaining the same level of permissible residential development on 499 Linden.

Yours truly,

A handwritten signature in black ink, appearing to read "BGP", followed by a stylized flourish.

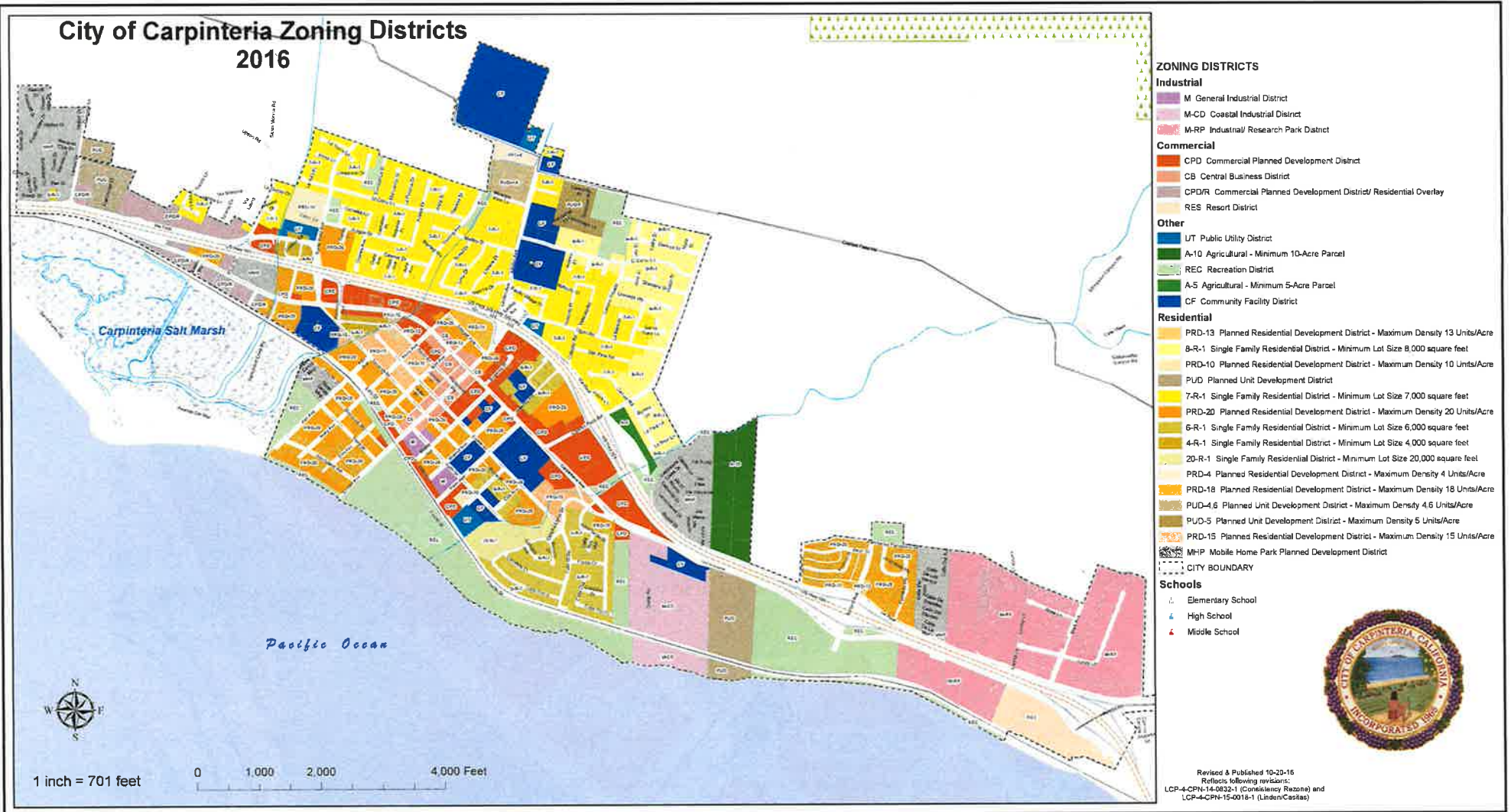
Beverly Grossman Palmer

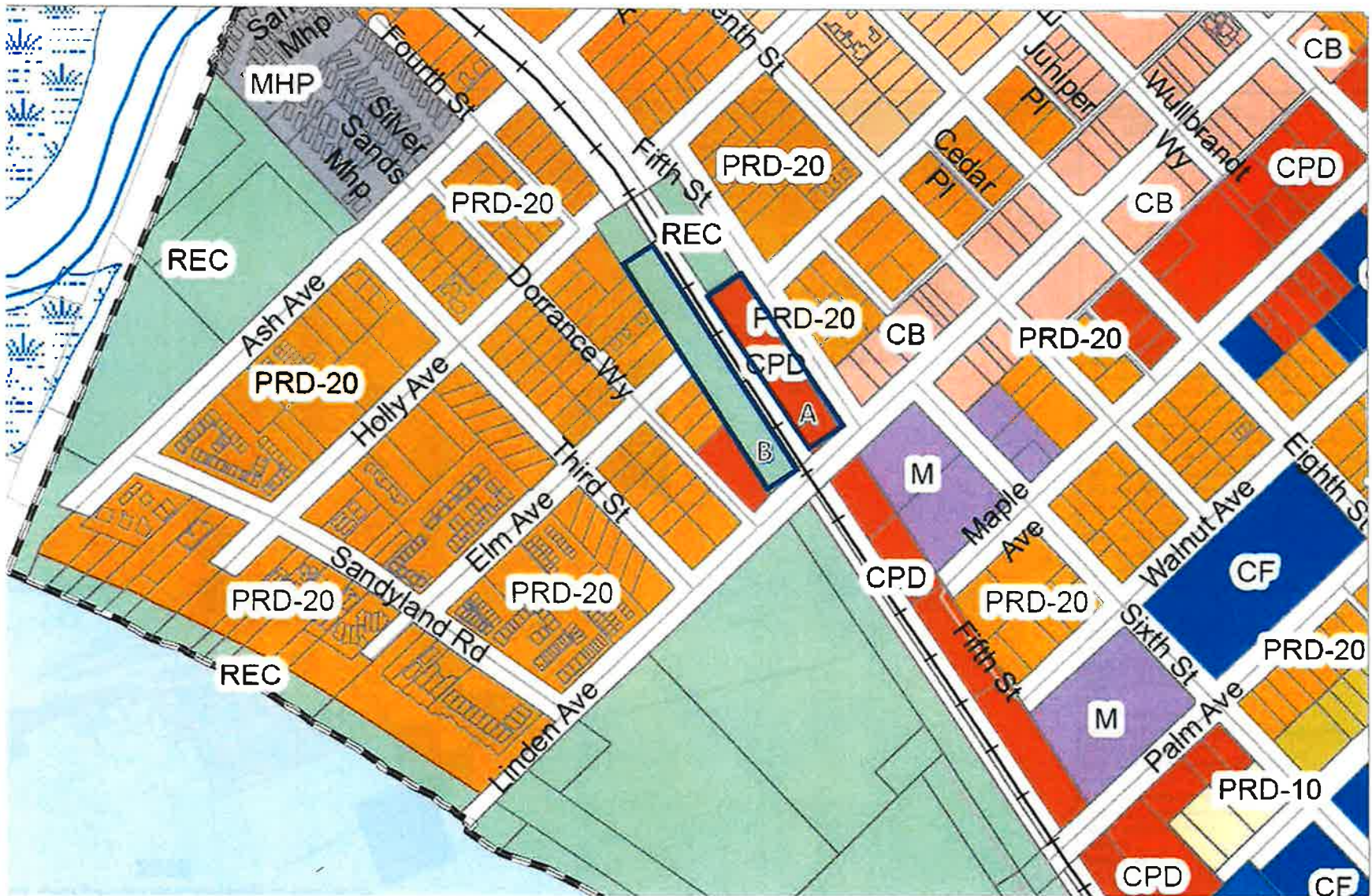
Cc: (via email only) Amrita Salm; Gary Campopiano; City Manager Dave Durflinger

Exhibit E

City's Zoning Map

City of Carpinteria Zoning Districts 2016





Current Zoning District Designations



Zoning Changes Proposed by Initiative



City of Carpinteria

COUNCIL AGENDA STAFF REPORT December 13, 2021

ITEM FOR COUNCIL CONSIDERATION

Acquisition of real property located at 5467 Carpinteria Avenue (APN 001-070-029, 003-280-006 and 003-280-007) totaling 0.61 acres.

STAFF RECOMMENDATION

Action Item: X Non-Action Item

Authorize the Mayor to sign the Purchase and Sale Agreement and other necessary documents to complete the acquisition of 5467 Carpinteria Avenue.

Sample Motion: I move to authorize the Mayor to execute the Purchase and Sale Agreement and other necessary documents to complete the acquisition of 5467 Carpinteria Avenue

BACKGROUND

5467 Carpinteria is a property located just south of Carpinteria Avenue and along the west bank of the Carpinteria Creek adjacent the Carpinteria Avenue bridge. The property is riparian in nature, located in an Environmentally Sensitive Habitat Area (ESHA), and a Special Flood Hazard Area as defined by FEMA flood map. The land and buildings are prone to flooding as did occur in January 2018. The Property currently has improvements including a two car garage structure and an attached carport.

The Federal Emergency Management Agency (FEMA) operates a Hazard Mitigation Grant Program (HMGP) that provides funding to local governments for projects that reduce, or mitigate future disaster losses in their communities. The Thomas Fire in 2017 and the Flooding Incident in January 2018 were declared disasters. The City applied for funds under the HMGP and was awarded a grant in the amount of \$227,250 to acquire the Property.

A condition of the grant requires all the structures to be removed and the area restored to a natural condition. The grant has a local cost share obligation of 25% (\$75,750.00) bringing the minimum project cost to \$303,000.

The City received an appraisal of the property in October 2021, where the property value was determined to be \$290,000. The Property owner has agreed to sell the property for that price and the City has prepared a Purchase and Sale Agreement that has been signed by the seller.

DISCUSSION

The City has received a Preliminary Title Report for the Property. This Report does not have any exceptions to title that are a cause of concern to the City.

The structures on the Property are required to be removed as a condition of the grant agreement. In Addition, use of grant funds requires the Property to be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

The proposed action is categorically exempt from CEQA review. The purchase and sale agreement has an escrow close date of April 6, 2022.

POLICY CONSISTENCY

Section 65402 of the California Government Code requires planning agencies to make a finding of General Plan conformance whenever a governmental entity proposes to acquire or dispose of property.

On September 8, 2020, the Carpinteria Planning Commission conducted a CA Gov. Code 65402 hearing and found that the acquisition of these parcels was consistent with the City's General Plan.

The buildings on the site were built prior to the establishment of, and are not in conformance with, the City of Carpinteria's Creek Preservation Program. The proposed action can be found consistent with the Carpinteria Creek Protection Policy as the project will improve riparian environmental conditions.

Policy 2.10 Pursue creek preservation and restoration projects.

Implementation Measure 2.10.2 Carpinteria Creek Restoration

FINANCIAL CONSIDERATIONS

Please see the table below for anticipated financial details.

Purchase Price	\$290,000.00	Appraised Value
Escrow Fees	\$2,500.00	Closing costs, Title insurance
Demolition fees	\$10,000.00	Removal of structures
Soil remediation fees	\$2,500.00	Hydro seed, plants, mulch
Other Fees	\$12,500.00	Environmental Monitoring, Contingency
Total Project Cost	\$317,500.00	
Source of Funds		
HMGP funds	\$227,233.50	
City of Carpinteria	\$90,266.50	Open Space, Park Acquisition, Quimby DIF
Total Source of Funds	\$317,500.00	

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney is available to answer questions.

OPTIONS

1. Authorize the Mayor to execute the Purchase and Sale Agreement (staff recommendation)
2. Do not pursue the acquisition and provide direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

Attachment A: Purchase and Sale Agreement
Attachment B: Preliminary Title Report

For Project Information:

Staff contact: Matthew Roberts, Parks, Recreation and Public Facilities Director
(805) 755-4449 Mattr@ci.carpinteria.ca.us


Signature

Signature

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

Attachment A

PURCHASE AND SALE AGREEMENT

Assessor's Parcel Numbers 001-070-029, 003-280-006 and 003-280-007

This Purchase and Sale Agreement for Public Property ("Agreement") is entered into on this 8th day of November, 2021 (the "Effective Date"), by and between the City of Carpinteria, a municipal corporation ("Buyer"), and Martin J. Manion ("Seller") (collectively, "Parties" or individually a "Party"), with reference to the following facts and intentions.

RECITALS

- A. Seller is the owner of certain real property located in Carpinteria, County of Santa Barbara, State of California, commonly known as 5467 Carpinteria Avenue, Assessor's Parcel Numbers 001-070-029, 003-280-006 and 003-280-007 and more particularly described in the legal description attached and depicted in the depiction attached as Exhibit "A", incorporated by this reference ("Property");
- B. Buyer desires to purchase the Property for open space, public park, public trail system, creek management and native habitat benefits; and
- C. Buyer desires to purchase and Seller desires to sell fee title to the Property pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

1. **Purchase and Sale of Fee Title.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and for the consideration described in this Agreement, the Property.
2. **Purchase Price.** Seller shall sell, and Buyer shall purchase, the Property for consideration in the amount of Two Hundred Ninety Thousand and No/100 Dollars (\$290,000.00) ("Purchase Price") through an escrow ("Escrow") established with Escrow Company (as defined below). Buyer shall deposit the Purchase Price into Escrow at least ten (10) days prior to the Closing Date (as defined below).
3. **Inspection of Property.** During the period from the opening of Escrow pursuant to Section 5.2 below through the Close of Escrow as defined in Section 5.4 below, Seller shall permit Buyer and its authorized representatives to enter the Property to inspect the Property during normal business hours and at other reasonable times on prior notice to Seller. Inspections pursuant to the foregoing shall be for the sole purpose of determining suitability of the Property for purchase.
4. **Condition of Title; Title Insurance.**
 - 4.1. **Preliminary Title Report.** Buyer is in receipt of a current standard preliminary title report ("Preliminary Title Report") issued by the Escrow Company, showing the condition of title of the Property with copies of all documents reflecting exceptions to the Preliminary Title Report. As soon as possible after the opening of Escrow, Escrow Company shall, if available from the Escrow Company, provide Seller and Buyer with a map or diagram of the Property depicting plottable easements, rights-of-way, and other plottable encumbrances on the Property for Buyer's review and approval or disapproval. Such documents shall include but are not limited to covenants, conditions, restrictions, reservations, easements, rights-of-way, liens, and other matters of record. On or before ten (10) days after the Effective Date, Buyer shall deliver to Seller Buyer's written disapproval of any title exceptions set forth

on the Preliminary Title Report (the "**Disapproved Exceptions**") along with its desired title endorsements. Within ten (10) business days after Seller receives the Disapproved Exceptions, Seller shall notify Buyer in writing of any Disapproved Exceptions which Seller either refuses to cure or is unable to cure in the manner specified in Buyer's notice. Seller shall be deemed to have agreed to cure, in the manner specified in Buyer's notice, any Disapproved Exceptions which are not described in Seller's notice, and all such Disapproved Exceptions shall be cured by Seller prior to the Close of Escrow in the manner specified in Buyer's notice. If Seller fails to deliver any such notice within said 10-day period, Seller shall be deemed to have refused to cure any Disapproved Exceptions in the manner specified in Buyer's notice at or before the Close of Escrow. Buyer shall have the right, by giving notice to Seller within five (5) business days after Buyer is notified by Seller of its refusal or inability to cure any one or more of the Disapproved Exceptions in the manner specified in Buyer's notice, to: (i) terminate this Agreement, or (ii) elect to proceed pursuant to this Agreement, thereby waiving its objection to such Disapproved Exceptions described in Seller's notice, but with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount.

4.2. **Title Insurance Policy.** Buyer's interest in the Property shall be insured, at Buyer's cost, by a CLTA Standard Coverage Owner's Policy of Title Insurance ("**Title Policy**") with the liability not less than the Purchase Price and showing the insurable fee interest in the Property vested in Buyer, subject only to the Permitted Exceptions (as defined below) issued by the Escrow Company on the Closing Date, which policy shall include, at Buyer's cost, such endorsements as Buyer may reasonably require (including any ALTA endorsement)).

4.3. **Permitted Exceptions.** The term "**Permitted Exceptions**" shall mean all of the following, collectively:

4.3.1. **Standard Exceptions.** The title insurer's standard printed exceptions and exclusions on its standard form of Title Policy as provided in this Agreement;

4.3.2. **Taxes.** Any non-delinquent and general and special real property taxes and assessments;

4.3.3. **Encumbrances.** All covenants, conditions, restrictions, exceptions, reservations, rights, rights-of-way, easements, liens and other matters of record affecting title as shown in the Preliminary Title Report and approved or waived by Buyer pursuant to Section 4.1 above; and

4.3.4. **Buyer Exceptions.** Any exceptions directly or indirectly caused by Buyer or Buyer's agents, employees, or contractors.

4.3.4 **Other Documents.** All instruments and documents recorded with the mutual written approval of Seller and Buyer, including but not limited to the Grant Deed (as defined below).

4.4. **Title.** At the Close of Escrow, Seller shall convey to Buyer the Property, subject to the Permitted Exceptions. Buyer shall notify Escrow Company of vesting for Buyer's interest in the Property prior to the Closing Date.

4.5. **No Additional Encumbrances.** Seller covenants and agrees that, prior to the Closing Date, Seller will not cause or permit any encumbrances or liens upon the Property that will survive the Close of Escrow, other than liens, if any, which are approved by Buyer in writing and fully covered by the title insurance protecting Buyer against loss by any reason or foreclosure.

5. **Escrow Instructions.**

5.1 Escrow Company. Escrow shall be with Chicago Title Insurance Company, 1225 Coast Village Road, Suite E, Montecito, California, 93108 or another escrow company mutually agreed upon by Buyer and Seller ("Escrow Company"). Buyer shall pay all Escrow fees.

5.2. Opening of Escrow. Within five (5) business days after full execution of this Agreement, the Parties shall open the Escrow with Escrow Company. Concurrently with the opening of the Escrow, the Parties shall deliver a fully executed copy of this Agreement or counterparts executed by the Parties to Escrow Company. Escrow Company shall immediately notify the Parties of its receipt of the fully executed Agreement or counterparts.

5.3. Supplemental Escrow Instructions. Seller and Buyer agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions of Escrow Company or other instructions as may be reasonably required by Escrow Company in order to consummate the transaction contemplated by this Agreement. Any such supplemental escrow instructions shall not conflict, amend or supersede any portions of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control with respect to any such inconsistency or conflict.

5.4. Close of Escrow. Close of Escrow shall occur on or before April 6, 2022 ("Closing Date"). On the Closing Date, the Escrow Company shall:

5.4.1. Grant of Fee Title. Record the grant deed ("Grant Deed") conveying the Property to Buyer in the Official Records of Santa Barbara County Recorder's Office, California, with direction that the documentary transfer stamps be attached and delivered to Buyer after recordation;

5.4.2. Title Insurance. Issue to Buyer the Title Policy of title insurance;

5.4.3. Purchase Price. Issue a check to Seller in the amount of the Purchase Price;

5.4.4. Closing Documents. Provide a conformed recorded copy of the Grant Deed to Buyer.

5.5 Closing Costs. Seller shall pay none of the fees and charges of Escrow Company. Buyer shall pay all of the fees and charges of Escrow Company, the cost of the premium for the Title Policy and all endorsements thereto, all costs and charges for the recordation of the Grant Deed and any and all documentary transfer taxes due in connection with the conveyance of the Property to Buyer. Escrow Company shall provide Seller and Buyer with statements setting forth the estimated closing cost obligations, which shall be deposited by Buyer into Escrow prior to the Closing Date.

6. Representations and Warranties.

6.1. Seller's Representations and Warranties. Seller makes the following representations and warranties to Buyer as of the date of this Agreement and as of the Closing, each of which is material and is being relied upon by Buyer, the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations under this Agreement:

6.1.1. Authority. Seller has the right, power, and authority to sell, convey, and transfer the Property to Buyer as provided in this Agreement and to enter into and carry out the terms of this Agreement and execute and deliver all of the documents referenced in this Agreement. No further consent of any person or entity is required in connection with the execution and delivery of or performance by Seller of the obligations under this Agreement. The execution and performance of this Agreement by Seller shall not conflict with any agreement, contract or law applicable to Seller nor shall it constitute a default under any agreement or instrument to which Seller is a party or by which Seller and the Property are bound;

6.1.2. Other Agreements. Except for the Permitted Exceptions or as otherwise disclosed to Buyer in writing, there are, to Seller's actual knowledge, no leases or agreements, oral or written, affecting or relating to the right of Seller with respect to all or any portion of the Property, which are obligations that will materially or adversely affect the Property or Buyer's interest therein, whether prior to or after the Close of Escrow;

6.1.3. Threatened Action. There are, to Seller's actual knowledge, no actions, suits, or other proceedings pending against or threatening or affecting the Property in law or in equity;

6.1.4. Hazardous Substances. To Seller's actual knowledge, other than disclosed in writing to Buyer, no hazardous or toxic substances have been stored on the Property by Seller or any agent or tenant of Seller in violation of applicable laws nor is Seller actually aware of any such substances being stored or used on or released onto the Property by any other person or entity in violation of applicable laws;

6.1.5. Violation of Law. Other than from the City of Carpinteria, Seller has not received any written notice from any governmental entity that the Property or any condition existing thereon or any present use thereof currently violates any law or regulations applicable to the Property.

6.1.6 Representations at Closing. Except as otherwise expressly stated in this Agreement, the representations and warranties of Seller shall be true and correct in all material respects on and as of the Closing Date.

As used anywhere in this Agreement, the terms "actual knowledge" and "to the actual knowledge of Seller" refer to the actual knowledge of Martin J. Manion without the obligation to undertake any investigation or inquiry. Notwithstanding any provision of this Agreement to the contrary, (i) Seller shall not have any liability with respect to any of the representations and warranties set forth in this Agreement if, prior to the Close of Escrow, Buyer receives actual notice of information (including, without limitation, as a result of Buyer's investigations of the Property or written notice by Seller) that contradicts any of such representations and warranties, or renders any of the foregoing representations and warranties untrue or incorrect, and Buyer with said knowledge nevertheless consummates the transaction contemplated by this Agreement. Without limiting or affecting any of the other limitations on Seller's liability set forth in this Agreement, Seller's aggregate liability under all representations, warranties, covenants, and other provisions of this Agreement and the documents delivered by Seller at Closing shall be limited up to a maximum amount equal to the Purchase Price. Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable to the other for indirect, special, consequential (including lost profits), or punitive damages arising out of or in connection with this Agreement. Any action, suit, or proceeding by Seller with respect to Buyer's representations, warranties, covenants, and other provisions of this Agreement and the documents delivered by Seller at Closing shall be commenced and served, if at all, on or before the date which is twenty-four (24) months after the Closing Date and, if not commenced and served on or before such date, such representations, warranties, covenants, and other provisions shall lapse and hereafter be void and of no further force or effect.

6.2. Buyer's Representation and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller, the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations under this Agreement:

6.2.1. Authority. Buyer has the right, power, and authority to enter into and carry out the terms of this Agreement and execute and deliver all of the documents referenced in this Agreement. No further consent of any person or entity is required in connection with the execution and delivery of or performance by Buyer of its obligations under this Agreement;

6.2.2. Validity of Agreement. This Agreement is a valid and binding obligation of Buyer and enforceable against Buyer in accordance with the terms of this Agreement; and

6.2.3. Representations at Closing. Except as otherwise expressly stated in this Agreement, the representations and warranties of Buyer shall be true on and as of the Closing Date. Any action, suit, or proceeding by Seller with respect to Buyer's representations, warranties, covenants, and other provisions of this Agreement and the documents delivered by Seller at Closing shall be commenced and served, if at all, on or before the date which is twenty-four (24) months after the Closing Date and, if not commenced and served on or before such date, such representations, warranties, covenants, and other provisions shall lapse and hereafter be void and of no further force or effect.

6.3 Subdivision Map Act. The obligation of each Party to close the transaction contemplated by this Agreement is conditioned on compliance with the California Subdivision Map Act (California Government Code Section 66410 et seq.) ("Map Act") or a determination that conveyance of the Property to Buyer as contemplated in this Agreement is exempt from the Map Act. Notwithstanding anything to the contrary contained in this Agreement, this condition may not be waived by either Party. If either Party notifies the other Party that the conveyance of the Property to Buyer as contemplated in this Agreement is not in compliance with or is not exempt from the Map Act, then this Agreement and the Escrow shall terminate as of the date of the notice and the Parties shall have no further obligation to each other under this Agreement except those expressly stated to survive the termination of this Agreement.

7. Arbitration of Disputes. Any dispute between the Parties arising out of this Agreement, including but not limited to any issues of breach or default under this Agreement, shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. In connection with such arbitration, the arbitrators shall not have the right to vary from the requirements of California law. The costs of such arbitration shall be split by the parties.

8. Notices, Demands and Communications Between the Parties. All notices, demands, and communications between Parties shall be given by personal service, overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of each Party, as set forth below. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by mail as provided in this section.

To: Seller
MARTIN J. MANNION
6180 VIA REAL #60
CARPINTERIA CA 93013

To: Buyer
CITY MANAGER
CITY OF CARPINTERIA
5775 CARPINTERIA AVENUE
CARPINTERIA, CA 93013

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

9. **Non-Liability of Officials and Employees.** No official, employee or contractor of Buyer shall be personally liable to Seller in the event of any default or breach by Buyer or for any amount which may become due to Seller or on any obligation under the terms of this Agreement. No contractor, or employee of Seller shall be personally liable to Buyer in the event of any default or breach by Seller or for any amount which may become due to Buyer or on any obligation under the terms of this Agreement.

10. **As Is and Release.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 OF THIS AGREEMENT OR IN ANY OF THE CLOSING DOCUMENTS EXECUTED IN CONNECTION HERewith, BUYER HEREBY AGREES THAT, UPON THE CLOSE OF ESCROW, BUYER SHALL CONCLUSIVELY BE DEEMED TO HAVE ACCEPTED THE PROPERTY IN ITS THEN EXISTING CONDITION "AS IS, WHERE IS AND WITH ALL FAULTS" WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO THE PROPERTY'S CONDITION OR FITNESS FOR ANY PARTICULAR PURPOSE) AND WITH ALL FAULTS AND PROBLEMS OF ANY KIND AND/OR NATURE WHATSOEVER THAT MAY THEN EXIST, WHETHER THE SAME ARE OF A LEGAL NATURE, A PHYSICAL NATURE, OR OTHERWISE.

The provisions of this Section 10 shall not, however, release Seller from any of Seller's obligations under this Agreement.

11. **General Provisions.**

11.1. **Cooperation.** The Parties shall, whenever and as often as reasonably requested to do so by the other Party, execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered any and all documents and instruments as may be necessary, expedient, or proper in the reasonable opinion of the requesting Party to carry out the intent and purposes of this Agreement, provided that the requesting Party shall bear the cost and expense of such further instruments or documents (except that each Party shall bear its own attorneys' fees).

11.2. **Construction.** The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either Party, as each Party has participated in the drafting of this document and had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

11.3. **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

11.4. **Governing Law.** The validity and interpretation of this Agreement shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws, with venue for all purposes to be proper only in the County of Santa Barbara, State of California.

11.5. **Severability.** If any term, provision, covenant, or condition of this Agreement is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired, or invalidated by such a determination.

11.6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement. A counterpart of

this Agreement executed by a party and/or delivered to the other party by electronic means (e.g., .pdf email attachment) shall bind the party executing the same to the same extent as an executed original.

11.7. Good Faith. The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments and documents as are necessary or appropriate to effectuate all of the terms and conditions of this Agreement.

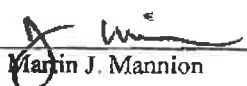
11.8. Waiver. The waiver of any breach of any provision of this Agreement by any Party to this Agreement shall not be deemed to be a waiver of any proceeding or subsequent breach under the Agreement, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

11.9. Entire Agreement and Amendment. This Agreement contains the entire understanding and agreement of the Parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the Parties, either oral or written, of any character or nature binding except as stated in this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each Party waives their future 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.

11.10. Recitals; Exhibit. The recitals and exhibit hereto are integral components of this Agreement and are hereby incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Martin J. Maunion

By: 
Martin J. Maunion

City of Carpinteria
a California municipal corporation

By: _____
Wade Nomura, Mayor

Attest: _____
City Clerk

Approved as to form:

City Attorney

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 001-070-029, 003-280-006 and 003-280-007

All that certain (and situated in the City of Carpinteria, County of Santa Barbara, State of California, described as follows:

PARCEL ONE:

Beginning at a point on the center line of the old State Highway at the Easterly end of the common boundary line established in agreement between Laura L. Beckstead, et al., and John S. Catlin, et ux., dated January 28, 1935 and recorded in Book 330, Page 107 of Official Records, records of said County;

thence along said common boundary line North 80°30' West 122.85 feet to a 2" survey monument with a brass cap set at the Northeast corner of Section 28, Township 4 North, Range 25 West, San Bernardino Base and Meridian and Corner No. 7 of the Rincon Rancho from which an X cut on the top of a concrete wall bears South 80°30' East 101.16 feet;

thence continuing along said common boundary line South 84°30' West 271.0 feet to a 2" Survey monument with a brass cap set at the Northwest corner of said Section 29;

thence leaving said last mentioned line South 12°30' West 112.0 feet to the center of Carpinteria Creek;

thence following along said center line of Carpinteria Creek North 38°37'10" East 103.39 feet;

thence continuing along said Creek line North 87°54' East 215.0 feet;

thence continuing along said creek line South 75°00' East 171.0 feet to a point on the center line of the old State Highway hereinabove mentioned;

thence leaving said creek and along said highway center line North 22°36' West 76.5 feet to the point of beginning.

APN# 003-280-007

PARCEL TWO:

Beginning at the most Easterly corner of that parcel of land described in the Deed to Minnie B. Bailard et con, recorded in Book 321 of Official Records of said County at Page 415, said corner being on the center line of the State Highway as it existed in March 1935, said corner also being the Easterly end of Course No. 2 of said Deed;

thence along the center line of said highway North 22°36' West 25.51 feet to Highway Engineers Station 159+01.97 at the beginning of a curve to the left having a radius of 1000.0 feet and a center angle of 2°52';

thence Northwesterly along said curve 50.00 feet;

thence leaving said highway center line South 63°23'30" West 103.06 feet more or less to a 2" brass capped monument at the Westerly end of the above mentioned 2nd Deed course;

thence along said 2nd Deed course South 80°30' East 122.85 feet to the point of beginning.

APN# 003-280-006

PARCEL THREE:

EXHIBIT "A"
Legal Description
(continued)

Commencing at a point distant South 45°27' West a distance of 50.00 feet from Engineer's Station 160+70.32 of the Department of Public Works Survey between one mile North of Rincon Creek and Carpinteria Road V-SB-2-H, which said Engineer's Station bears South 44°33' East, a distance of 468.14 feet from Engineer's Station 165+62.38 of said survey as described in the Deed to the State of California, recorded in Book 367, Page 483 of Official Records, records of said County, and running thence from said point of commencement along a line parallel to and distant 100 feet Southwesterly, measured at right angles, from the Northerly line of the Parcel of land described in said Deed, South 44°33' East, a distance of 267.49 feet to the true point of beginning;

thence 1st, South 22°36' East, a distance of 80.00 feet;

thence 2nd, South 67°24' West a distance of 33.00 feet to the intersection with the center line of the Old State Highway as said State Highway is shown on a map filed in Book 15, Page 274 of Maps in the Office of the County Recorder of said County;

thence 3rd, Northerly along said center line to its intersection with the Southwesterly boundary of State Route V-SB-152, said Southwesterly boundary being the Northeasterly boundary of the right of way relinquished to the County of Santa Barbara by relinquishment recorded in Book 471, Page 429 of Official Records, records of said County;

thence 4th, South 44°33' East, along said common boundary, to the point of beginning.

APN# 001-070-029 (Portion)

PARCEL FOUR:

Beginning at a point in the first course of Parcel Three hereof, from which the Northerly terminus of said course bears North 22°36' West, along said course, 55.00 feet;

thence 1st, South 22°36' East, a distance of 25.00 feet;

thence 2nd, North 67°24' East, a distance of 32 feet, more or less, to a point which is distant 50.00 feet, measured at right angles from the center line of Department of Public Works Survey for State Highway between Route 151 and Carpinteria Road V-SB-2-H;

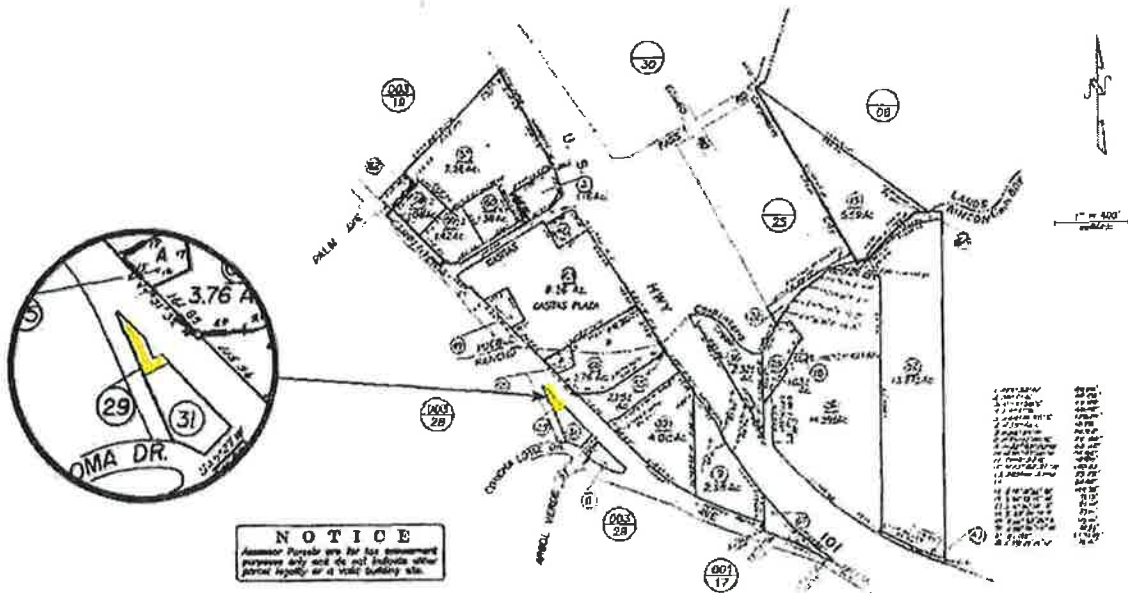
thence 3rd, North 44°33' West a distance of 16 feet, more or less, from which the point of beginning bears South 88°10'30" West, a distance of 27.99 feet;

thence 4th, South 88°10'30" West, a distance of 27.99 feet to the point of beginning.

APN# 001-070-029 (Portion)

POR. PUEBLO LANDS & POR. RANCHO EL RINCON

001-07



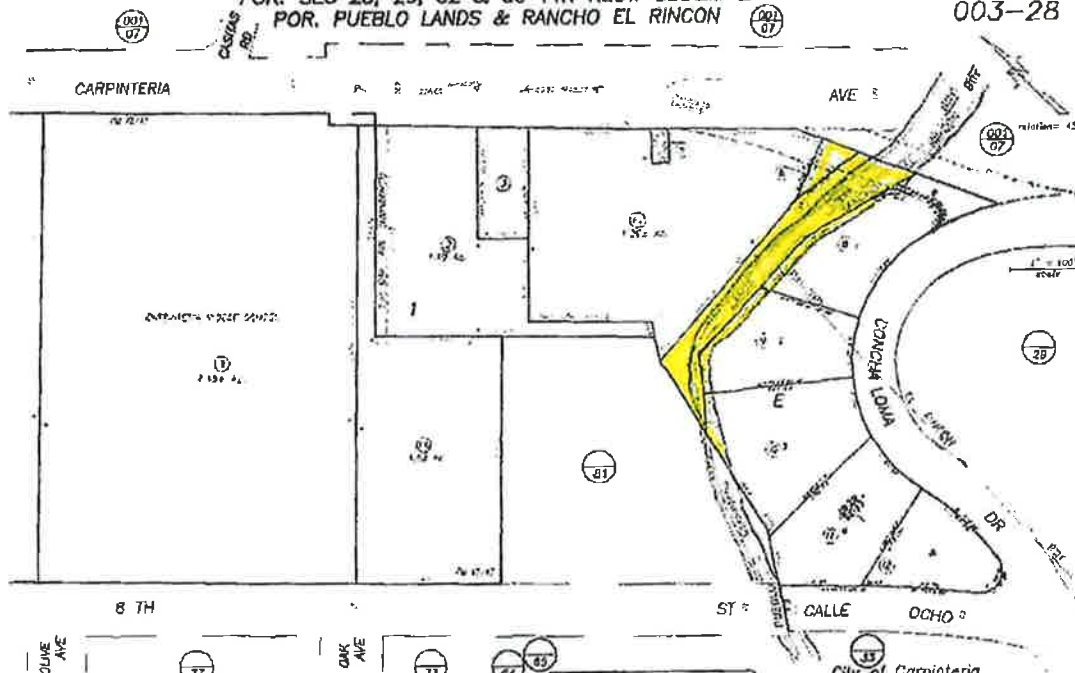
NOTICE
Assessor's Maps are for tax assessment purposes only and do not indicate other parties legally or a valid building site.

City & Vicinity of Carpinteria
Assessor's Map Bk. 001 -Pg. 07
County of Santa Barbara, Calif.

5/23/1978 R.M. Bk. 95 , Pg. 7-8 , Tract 25,059

POR. SEC 28, 29, 32 & 33 T4N R25W SBB&M &
POR. PUEBLO LANDS & RANCHO EL RINCON

003-28



NOTICE
Assessor's Maps are for tax assessment purposes only and do not indicate other parties legally or a valid building site.

City of Carpinteria
Assessor's Map Bk. 003 -Pg. 28
County of Santa Barbara, Calif.

09/07/1948 R.M. Bk. 15 , Pg. 273-274, Tract "Cencha Loma Subdivision"
04/27/1989 R.M. Bk. 2 , Pg. 7 , Tract "Town of Carpinteria"

2.5331785 165+82.36 of said survey as described in the Deed to the State of California, recorded in Book 367, Page 483 of Official Records, records of said County, and running thence from said point of commencement along a line parallel to and distant 100 feet Southwesterly, measured at right angles, from the Northerly line of the Parcel of land described in said Deed, South 44°33' East a distance of 267.49 feet to the true point of beginning:

Attachment B



PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



Visit Us on our Website: www.ctic.com



**CHICAGO TITLE
COMPANY**

ISSUING OFFICE: 3700 State Street, Suite 100, Santa Barbara, CA 93105

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
1225 Coast Village Rd., Suite E • Santa Barbara, CA 93108
(805)565-6900 • FAX (805)456-0556

***Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference***

PRELIMINARY REPORT

Title Officer: Steven Amenta
Email: Samenta@fnf.com
Title No.: FWVE-7742100972-SA

Escrow Officer: Trisha Kenney
Email: Trisha.Kenney@CTT.com
Escrow No.: FWVE-7742100972 -TK

TO: City of Carpinteria

Attn: Matt Roberts

PROPERTY ADDRESS(ES): Vacant Land, Carpinteria, CA

EFFECTIVE DATE: October 18, 2021 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990 (04-08-14)

ALTA Loan Policy 2006

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Martin J. Mannion, an unmarried man

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 001-070-029, 003-280-006 and 003-280-007

All that certain (and situated in the City of Carpinteria, County of Santa Barbara, State of California, described as follows:

PARCEL ONE:

Beginning at a point on the center line of the old State Highway at the Easterly end of the common boundary line established in agreement between Laura L. Beckstead, et al., and John S. Catlin, et ux., dated January 28, 1935 and recorded in Book 330, Page 107 of Official Records, records of said County;

thence along said common boundary line North 80°30' West 122.85 feet to a 2" survey monument with a brass cap set at the Northeast corner of Section 28, Township 4 North, Range 25 West, San Bernardino Base and Meridian and Corner No. 7 of the Rincon Rancho from which an X cut on the top of a concrete wall bears South 80°30' East 101.16 feet;

thence continuing along said common boundary line South 84°30' West 271.0 feet to a 2" Survey monument with a brass cap set at the Northwest corner of said Section 29;

thence leaving said last mentioned line South 12°30' West 112.0 feet to the center of Carpinteria Creek;

thence following along said center line of Carpinteria Creek North 38°37'10" East 103.39 feet;

thence continuing along said Creek line North 87°54' East 215.0 feet;

thence continuing along said creek line South 75°00' East 171.0 feet to a point on the center line of the old State Highway hereinabove mentioned;

thence leaving said creek and along said highway center line North 22°36' West 76.5 feet to the point of beginning.

APN# 003-280-007

PARCEL TWO:

Beginning at the most Easterly corner of that parcel of land described in the Deed to Minnie B. Ballard et con. recorded in Book 321 of Official Records of said County at Page 415, said corner being on the center line of the State Highway as it existed in March 1935, said corner also being the Easterly end of Course No. 2 of said Deed;

thence along the center line of said highway North 22°36' West 25.51 feet to Highway Engineers Station 159+01.97 at the beginning of a curve to the left having a radius of 1000.0 feet and a center angle of 2°52';

thence Northwesterly along said curve 50.00 feet;

thence leaving said highway center line South 63°23'30" West 103.06 feet more or less to a 2" brass capped monument at the Westerly end of the above mentioned 2nd Deed course;

thence along said 2nd Deed course South 80°30' East 122.85 feet to the point of beginning.

APN# 003-280-006

PARCEL THREE:

EXHIBIT "A"
Legal Description
(continued)

Commencing at a point distant South 45°27' West a distance of 50.00 feet from Engineer's Station 160+70.32 of the Department of Public Works Survey between one mile North of Rincon Creek and Carpinteria Road V- SB-2-H, which said Engineer's Station bears South 44°33' East, a distance of 468.14 feet from Engineer's Station 165+62.38 of said survey as described in the Deed to the State of California, recorded in Book 367, Page 483 of Official Records, records of said County, and running thence from said point of commencement along a line parallel to and distant 100 feet Southwesterly, measured at right angles, from the Northerly line of the Parcel of land described in said Deed, South 44°33' East, a distance of 267.49 feet to the true point of beginning;

thence 1st, South 22°36' East, a distance of 80.00 feet;

thence 2nd, South 67°24' West a distance of 33.00 feet to the intersection with the center line of the Old State Highway as said State Highway is shown on a map filed in Book 15, Page 274 of Maps in the Office of the County Recorder of said County;

thence 3rd, Northerly along said center line to its intersection with the Southwesterly boundary of State Route V-SB-152, said Southwesterly boundary being the Northeasterly boundary of the right of way relinquished to the County of Santa Barbara by relinquishment recorded in Book 471, Page 429 of Official Records, records of said County;

thence 4th, South 44°33' East, along said common boundary, to the point of beginning.

APN# 001-070-029 (Portion)

PARCEL FOUR:

Beginning at a point in the first course of Parcel Three hereof, from which the Northerly terminus of said course bears North 22°36' West, along said course, 55.00 feet;

thence 1st, South 22°36' East, a distance of 25.00 feet;

thence 2nd, North 67°24' East, a distance of 32 feet, more or less, to a point which is distant 50.00 feet, measured at right angles from the center line of Department of Public Works Survey for State Highway between Route 151 and Carpinteria Road V-SB-2-H;

thence 3rd, North 44°33' West a distance of 16 feet, more or less, from which the point of beginning bears South 88°10'30" West, a distance of 27.99 feet;

thence 4th, South 88°10'30" West, a distance of 27.99 feet to the point of beginning.

APN# 001-070-029 (Portion)

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 005-016
Tax Identification No.: 001-070-029
Fiscal Year: 2021-2022
1st Installment: \$276.00 Paid
2nd Installment: \$276.00 Unpaid
Land: \$48,996.00

Affects: Parcels Three and Four

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 005-002
Tax Identification No.: 003-280-006
Fiscal Year: 2021-2022
1st Installment: \$1,153.32 Paid
2nd Installment: \$1,153.32 Unpaid
Land: \$147,020.00
Improvements: \$65,330.00

Affects: Parcel Two

3. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 005-002
Tax Identification No.: 003-280-007
Fiscal Year: 2021-2022
1st Installment: \$48.14 Paid
2nd Installment: \$48.14 Unpaid
Land: \$8,150.00

Affects: Parcel One

4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
5. Water rights, claims or title to water, whether or not disclosed by the public records.
6. The right of the public to use for road purposes any portion of said land lying within the lines of a public road, street or highway.

EXCEPTIONS

(continued)

7. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property, as contained in the deed to the State of California, recorded July 15, 1936, Instrument No. 5420, Book 371, Page 65, of Official Records.
8. Any adverse claim based upon the assertion that:
 - a. Some portion of said land has been created by artificial means, or has accreted to such portion so created.
 - b. Some portion of said land has been brought within the boundaries thereof by an avulsive movement of Carpinteria Creek, or has been formed by accretion to any such portion.
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Carpinteria
Purpose: Facilitating construction of bridge, street and creek improvements, temporary access as needed for construction purposes and vegetation mitigation
Recording Date: July 19, 2018
Recording No.: Instrument No. 2018-0030230 of Official Records
Affects: Said land
10. Matters contained in that certain document

Entitled: "Easement Deed for Temporary Construction, Access and Vegetation Mitigation"
Dated: June 7, 2018
Executed by: Martin J. Mannion, an unmarried man and City of Carpinteria
Recording Date: July 19, 2018
Recording No.: Instrument No. 2018-0030230 of Official Records

Reference is hereby made to said document for full particulars.
11. Rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of Carpinteria Creek.
12. Any rights in favor of the public which may exist on said land if said land or portions thereof are or were at any time used by the public.
13. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

END OF EXCEPTIONS

NOTES

- Note 1.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 2.** Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
- Note 3.** Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 4.** Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- Note 5.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF NOTES



WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened. DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and **DO NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [for T] this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
CTIC - Chicago Title Insurance Company

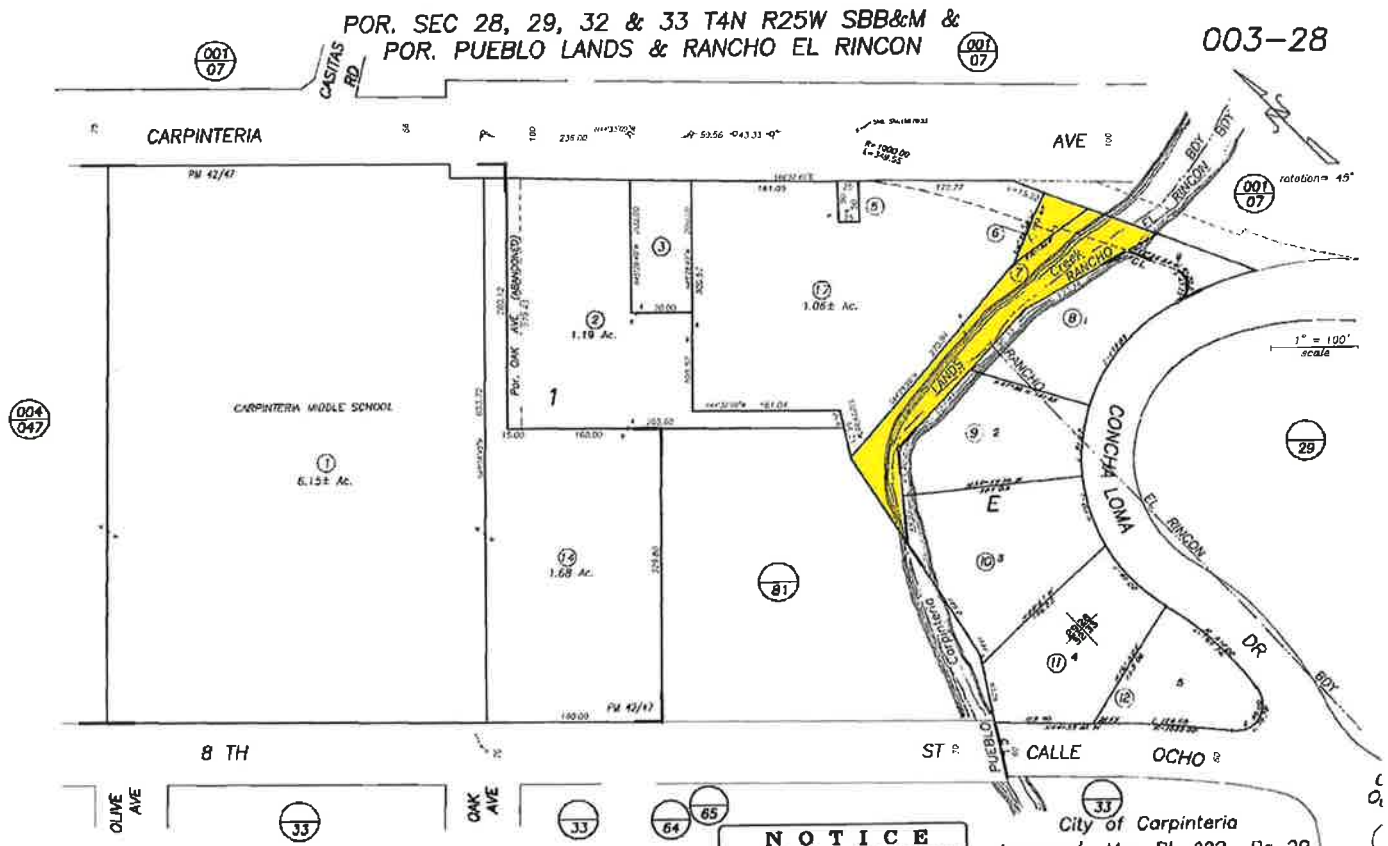
Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.



09/07/1948 R.M. Bk. 15 , Pg. 273-274, Tract "Concha Loma Subdivision"
 04/27/1889 R.M. Bk. 2 , Pg. 7 , Tract "Town of Carpinteria"

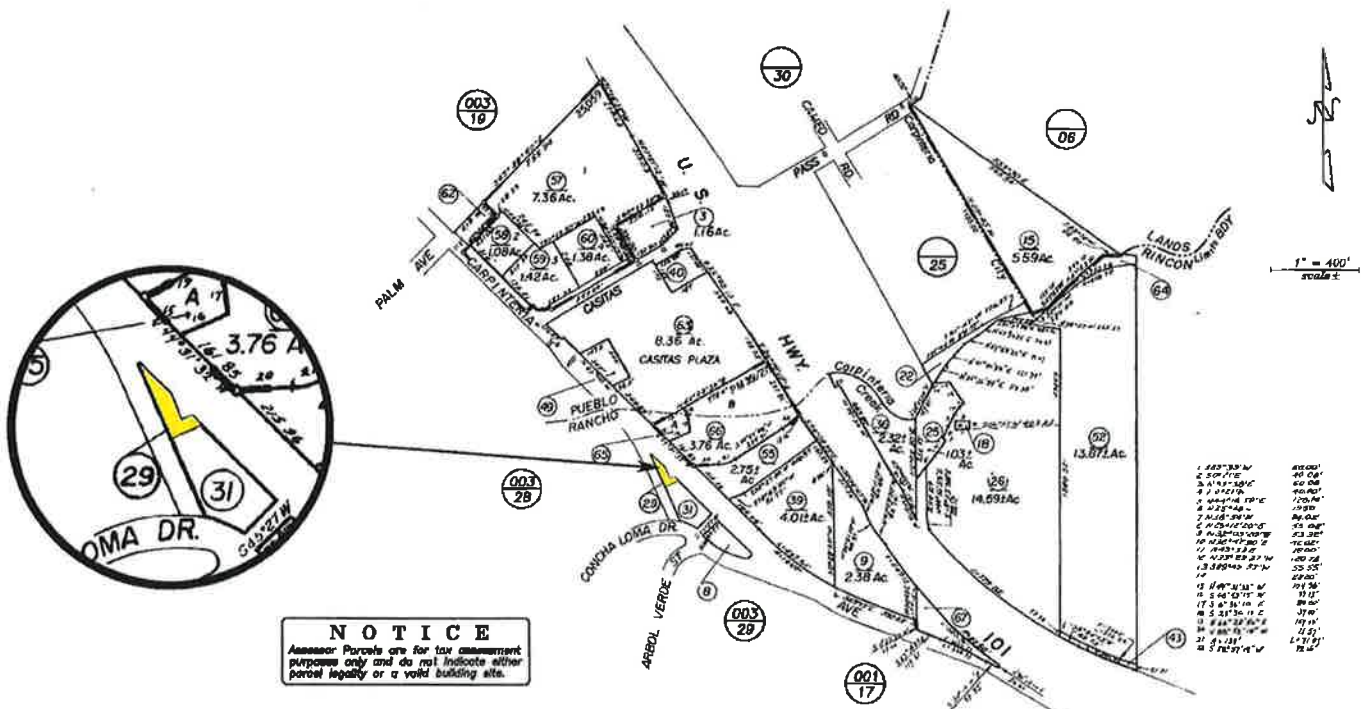
NOTICE
 Assessor Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

City of Carpinteria
 Assessor's Map Bk, 003 -Pg. 28
 County of Santa Barbara, Calif.

10/09 Page Rectification

POR. PUEBLO LANDS & POR. RANCHO EL RINCON

001-07



City & Vicinity of Carpinteria
Assessor's Map Bk. 001 -Pg. 07
County of Santa Barbara, Calif.

5/23/1978 R.M. Bk. 95 , Pg. 7-8 , Tract 25,059

LD/17 12 1/2" x 17" x 1" HWY



City of Carpinteria

COUNCIL AGENDA STAFF REPORT December 13, 2021

ITEM FOR COUNCIL CONSIDERATION

Presentation of the 2021 Carpinteria Valley Economic Profile.

STAFF RECOMMENDATION

Action Item ____ ; Non-Action Item X

Receive and file the 2021 Carpinteria Valley Economic Profile report and presentation by Mark Schniepp, Ph.D., Director of the California Economic Forecast Project.

Sample Motion: I move to receive and file the presentation.

BACKGROUND

The City contracts with the California Economic Forecast to provide a biennial Carpinteria Valley Economic Profile (Attachment). The report reflects the independent work, judgement and opinions of the California Economic Forecast. The work to prepare the report includes, but is not limited to, providing an extensive information request to the City, reviewing the information provided and following up with interviews of key staff.

The 2021 Economic Profile was published on the City's website and made available to the public beginning December 5.

DISCUSSION

The biennial Carpinteria Valley Economic Profile provides valuable information for local use concerning various aspects of the Carpinteria economy and quality of life, including employment, income, retail trade, tourism and real estate. The information in the document can inform recommendations and decision-making of the City.

POLICY CONSISTENCY

As a tool to inform and educate, the preparation of the biennial Economic Profile can be found consistent with the City's interest, as included in its Mission Statement, to enhance the City's economic base in a manner that is consistent with the needs and preferences of the community.

FINANCIAL CONSIDERATIONS

The City entered into an agreement with the California Economic Forecast for preparation of the Economic Profile in July 2021. The related not-to-exceed expense of \$10,802, is a part of the City's 2021-22 adopted budget.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

N/A

OPTIONS

N/A

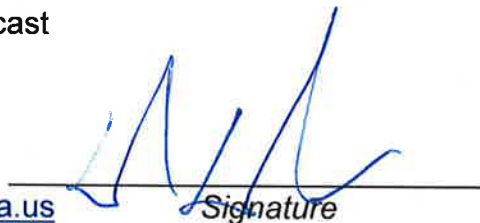
PRINCIPAL PARTIES EXPECTED AT MEETING

Mark Schniepp, Ph.D., California Economic Forecast

ATTACHMENTS

2021 Carpinteria Valley Economic Forecast

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



Signature

2021 Carpinteria Valley Economic Profile



The 2021 Carpinteria Valley Economic Profile

Volume 5

September 2021

Prepared for:



City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013
(805) 684-5405

Prepared by:



The California Economic Forecast

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Santa Barbara, California 93111

(805) 692-2498

mark@californiaforecast.com



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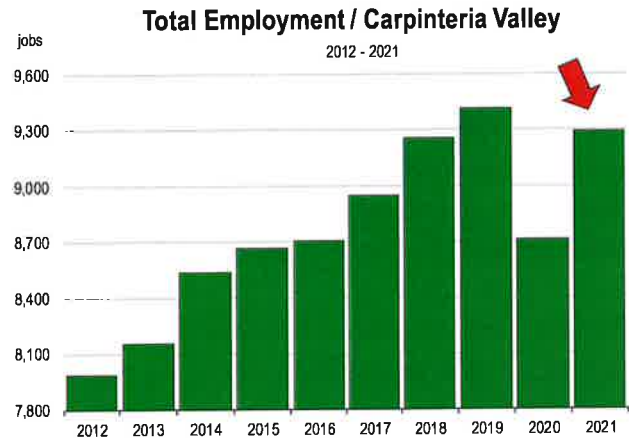
EXECUTIVE SUMMARY



Overview

The Carpinteria Valley is home to 20,340 residents. The community has evolved to become a diverse economy consisting of growing tech companies, manufacturers, and financial services firms. Software and IT development has flourished in recent years, as has the visitor serving sector.

Carpinteria is a meaningful employment center. The number of workers located in Carpinteria exceeds the number of residents in the Valley's labor force. Many workers commute from Santa Barbara, Oxnard and Ventura. The agriculture sector employs more people than any other industry, followed by manufacturing, the production of information (software), and the hotel and food services sector.



Just over 700 jobs were lost in the Carpinteria Valley labor market in 2020, a direct consequence of the pandemic. By mid-2021, most of these jobs had been restored, and full reinstatement of the workforce should be complete by mid 2022.



Carpinteria Bluffs

The largest pandemic related impact occurred in the Hotel and Restaurant sectors. The Accommodation and Food services sector is in the process of a rapid recovery during 2021 because the volume of visitor travel has been higher than expected throughout California since the state opened up entirely in June 2021.

Procore Technologies and Agilent are expected to create more new positions this year and next as the economy ramps up towards full employment. Jobs have already expanded in most sectors, but especially in Technology, Agriculture, Leisure and Hospitality, Retail Trade, and Construction.

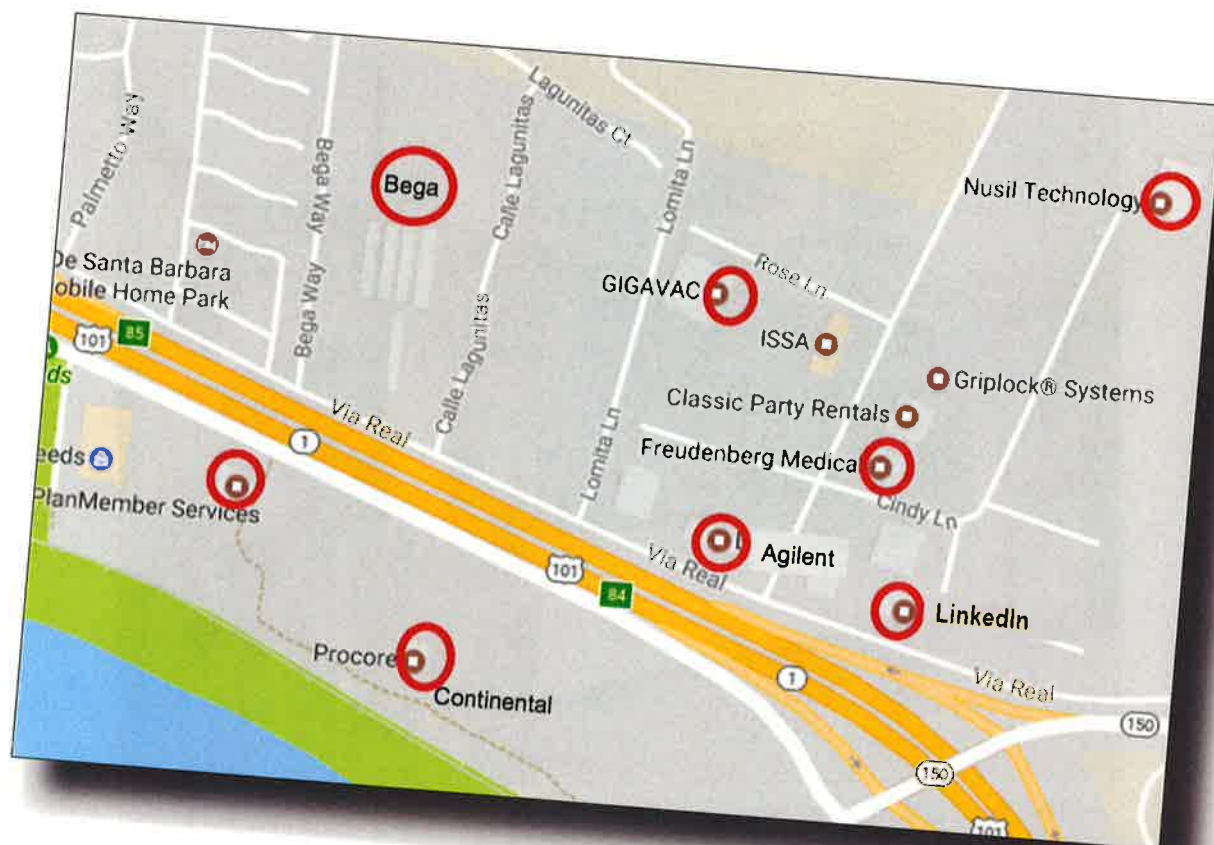
In August 2021, the unemployment rate was estimated at 4.9 percent. The largest employer in the Valley is Procore followed by Agilent, the Carpinteria Unified School District, LinkedIn, and NuSil Silicone Technology.

In 2021, the median household income in City of Carpinteria was \$87,000. More than 40 percent of households earned \$100,000 or more.

Because high-skilled industries are heavily represented in the Carpinteria labor market, the region has a prominent share of residents with college degrees. 21 percent of the population aged 25 and older have a bachelor's degree, and 14 percent have an advanced degree.



Procore Office



Largest Employers in the Carpinteria Valley

Tourism

The presence of visitors and their spending represents a significant contribution to the Carpinteria Valley economy. Tourism generates substantial revenues for the city's general fund, supports a significant number of jobs, and contributes more than half of all retail sales transactions in the City of Carpinteria at local shops, restaurants, recreational sites, and gasoline stations.

The State Beach attracted an estimated 891,000 visitors in 2018. These visitors spend approximately \$30 million annually in Carpinteria.

There are seven formal transient lodging facilities with 611 rooms in the region. Though occupancy rates are still below the pre-pandemic period, they have impressively rebounded as more visitors return to traditional coastal California destinations for leisure travel.

Annual room sales are now on a pace to record new highs in the city during fiscal year 2021-22.

The City of Carpinteria's short term visitor rental industry has evolved in recent years, expanding to include 202 revenue reporting properties in 2021. These alternative transient stay homes are on pace to generate \$12.4 million in total revenues, and \$1.5 million to the city budget through transient occupancy taxes.



The Spot is a popular burger stand on Linden serving both residents and visitors for over 50 years.

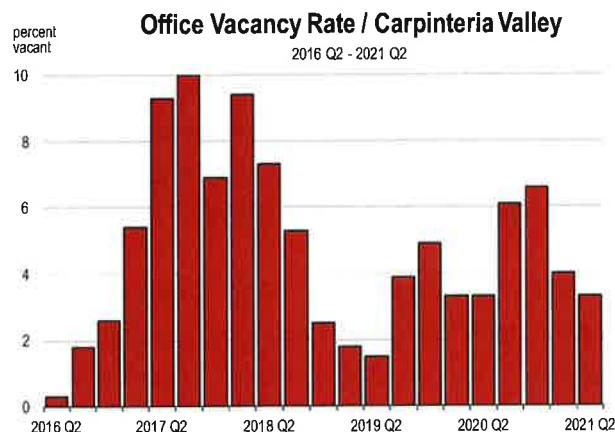
The annual California Avocado Festival held in October is the largest community event in Carpinteria. It is estimated that the three day celebration of the avocado with food and merchandise booths, contests, and entertainment, attracts 80,000 visitors to the city.

Due to the pandemic, the festival was not held in 2020 or 2021.

Commercial Real Estate

All categories of commercial real estate are currently reporting very high utilization.





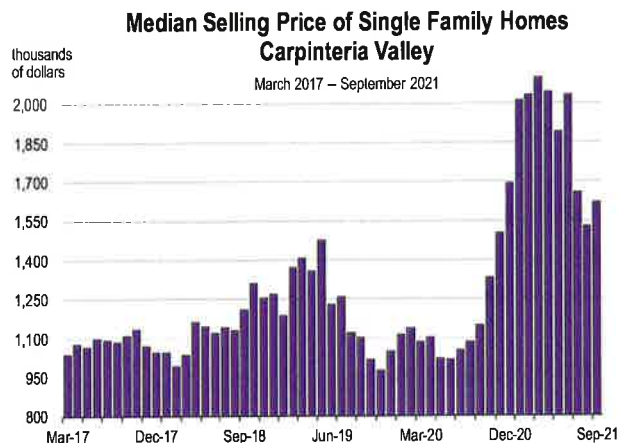
Consequently, as the local economy rapidly recovers from the pandemic recession, there is little excess space available in Carpinteria.

Industrial building space includes 1.3 million square feet in the Valley with a vacancy rate at 3.6 percent. In the office market, there is approximately 475,000 square feet of space with a vacancy rate of 3.3 percent.

For many years, the Carpinteria Valley industrial sector has been a strong competitor for neighboring cities, like Santa Barbara, Goleta, and Ventura. Manufacturing and technology are the most important sectors of the Carpinteria Valley economy, and the high rates of both office and industrial market utilization are a testament to the strength of the Carpinteria Valley as a desirable business location along the Central Coast.

Residential Real Estate

Over the last 3 years, housing demand has been prolific in Santa Barbara County and Carpinteria. During the pandemic, home sales and selling values soared throughout the state and local



areas. Currently, selling values for homes are at their highest levels on record.

The existing for-sale housing market offers few properties for sale per year, and the 2021 market has been the most limited on record. Nevertheless, sales have been prolific, for both single family attached and detached (condominium) homes.

The median selling value of a single family home in Carpinteria during 2021 was \$1.7 million, an increase of 35 percent over the median selling value of all homes sold in 2020.

New Housing Development

The construction of new homes has been sparse over the last decade. The relative lack of new housing units has helped to ensure that the region remains small, though traffic congestion on Highway 101 is intensified by limited worker housing. Furthermore, retail stores and services must rely more on visitor spending than resident spending. The former is more volatile during the year, peaking in the summer months and diminishing during the winter months.

Currently, the new residential project pipeline has 103 residential units in some stage of the planning process, and 77 of these units have been approved.

There is also 234,797 square feet of commercial and industrial space in the pipeline, with 102,170 square feet of space approved.

The Cannabis Sector

The Carpinteria Valley had been referred to as “California’s flower basket.” The region’s greenhouse industry, which is just outside of the city limits, was one of the largest in the state, producing millions of dollars in flower sales each year.

Cannabis cultivation has now replaced most of the greenhouse flower production. The conversion to cannabis is easier in Carpinteria because the indoor growing infrastructure is largely in place with many of the fixed costs already incurred and depreciated.

Currently, as of September 2021, there were 29 growers with 309 active cannabis cultivation permits in the Carpinteria Valley. Approximately 20 percent of the total cannabis harvest in Santa Barbara County is attributed to Carpinteria Valley growers.

Although the cannabis industry operates outside of the city limits, a vibrant cannabis industry has been beneficial to the city’s economy by creating new customers for local goods and services and contributing to city tax revenue.



Cannabis Greenhouse in the Carpinteria Valley

Quality of Life

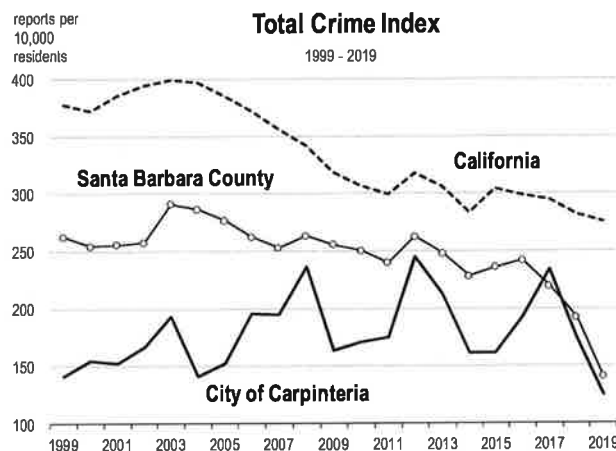
Regional economic conditions are influenced by many community lifestyle factors. Residents of the Carpinteria Valley enjoy a relatively high standard of living, and 39 percent of the population has a 4 year college degree or higher.

For the greater Santa Barbara County area, the median household income is slightly less and 33 percent of the population owns a bachelor's degree or higher.

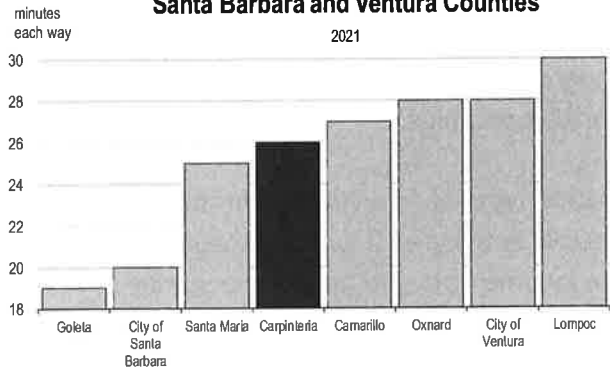
Crime rates in Carpinteria have been very low since the late 1990s. They are among the lowest levels observed in Santa Barbara County, and are significantly lower than those that prevail across California.

At Carpinteria Senior High, students that took the SAT in the 2019-2020 school year had average test scores that were higher than the average for all students across California.

Carpinteria routinely has much lower levels of road usage than surrounding communities, and



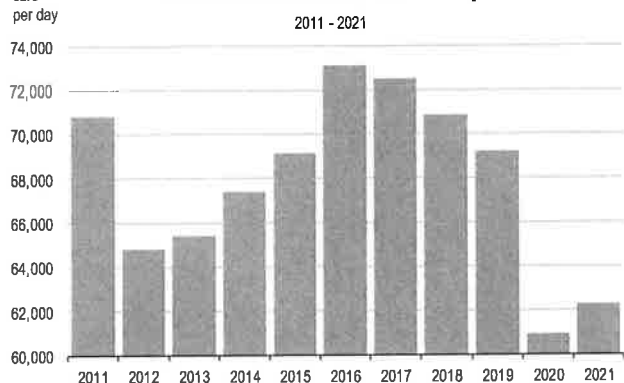
**Average Commute Times for
Selected Cities in
Santa Barbara and Ventura Counties**



during most times of the day, driving around the city is relatively easy. But peak hour traffic can be heavy, and people who commute into or out of the city can encounter high levels of congestion. For residents of the Valley, commute times to work have increased since 2016. This issue has been exacerbated by the current widening of Highway 101 through Carpinteria.

Once the Highway 101 construction phases in Carpinteria are completed in 2022, it is expected that peak hour congestion will improve significantly around the city.

**Average Daily Traffic Count
Route 101 at Linden Ave. / Carpinteria**



DEMOGRAPHICS



Demographic trends can be highly influential for regional economies.

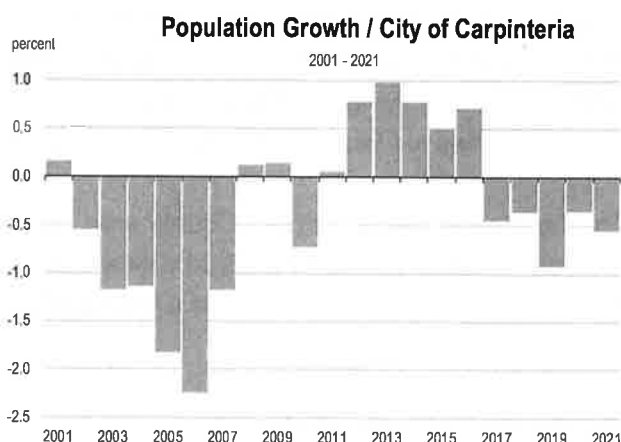
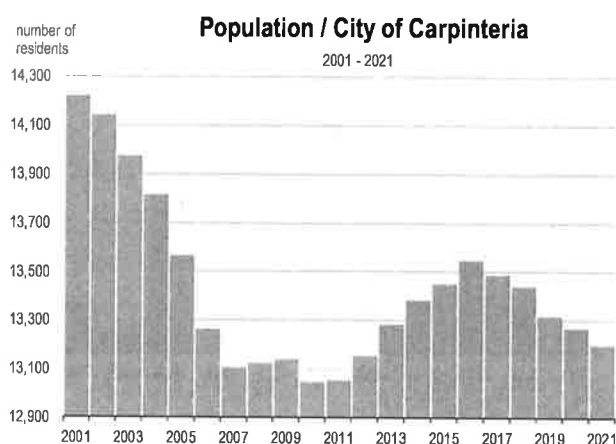
Population growth is an important driver of economic activity, as it typically results in a larger income pool and greater consumer spending, which brings new customers to local businesses. It also creates demand for housing, which can spur the construction industry and lead to gains in property tax revenue.

Income is strongly related to educational attainment, and regions with a highly trained workforce often have a larger share of individuals in the upper income categories.

Population Growth

The Carpinteria population is now declining, with the City of Carpinteria losing approximately 70 residents in 2021.

In 2021, the City had 13,196 residents, matching population levels last observed in 2012.



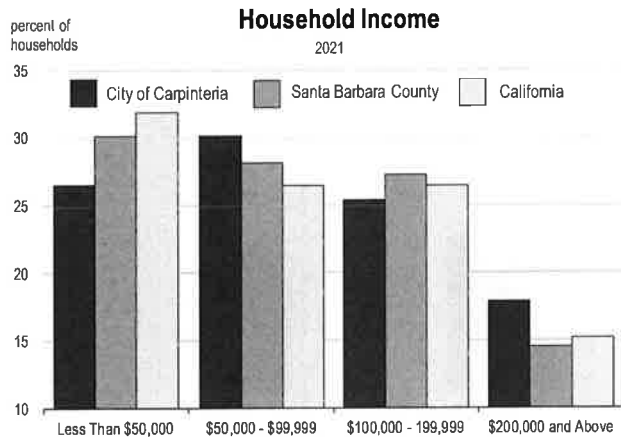
The population has been shrinking since 2016. Between 2016 and 2021, the overall population fell by approximately 350 residents as rising home prices resulted in a meaningful trend of out-migration.

Housing prices have become a serious issue that have limited population growth and have made it difficult for low-income households to live in Carpinteria.

The population of the entire Carpinteria Valley, which includes the City of Carpinteria and the surrounding unincorporated area, was 20,340 residents in 2021.

Household Income

- The Carpinteria Valley has evolved as a relatively affluent area where residents report higher incomes than the average California or average Santa Barbara County resident.



- In 2021, the median household income in the City of Carpinteria was \$86,944, which was higher than Santa Barbara County (\$83,714) or California (\$82,053).
- More than 40 percent of households earned \$100,000 or more. An unusually high share (almost 18 percent) earned more than \$200,000.
- Carpinteria also has a flatter distribution of income than California or Santa Barbara County. Carpinteria has a larger share of households with incomes between \$50,000 and \$199,999 and a lower share of households with incomes below \$50,000.

- Housing costs in Southern Santa Barbara County, including Carpinteria, have come to influence the distribution of income in the resident population. Because housing affordability remains a growing issue, higher income households are better able to obtain housing in the region. Over time, higher income households have moved into Carpinteria and some low income households have migrated elsewhere.

Education

- According to Claritas, a demographic data company, 21 percent of residents aged 25 and older have a bachelor's degree in the City of Carpinteria, and 14 percent have an advanced degree.
- Across Santa Barbara County, 20 percent of residents have a bachelor's degree and 15 percent have an advanced degree.
- Statewide, 21 percent of the population has a bachelor's degree and 13 percent has an advanced degree.

Demographic Snapshot

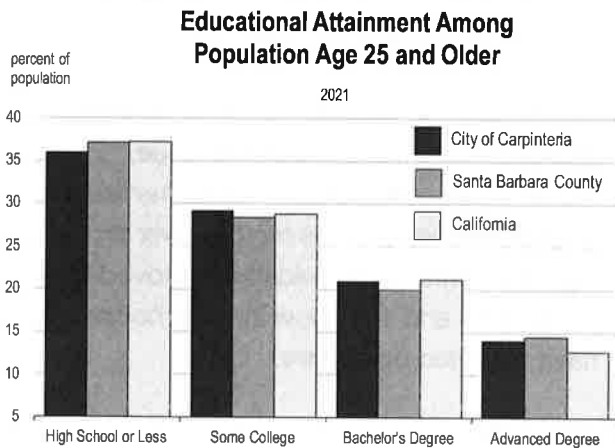
Carpinteria 2021

	Population	Population Change Since 2010 (%)	Population in Labor Force (%)	Population in Poverty (%)	Median Household Income (\$)	Population with 4-Year Degree or Higher (%)
City of Carpinteria	13,196	1.2	53.9	3.9	86,944	34.9
Santa Barbara County	441,172	4.1	50.6	7.3	83,714	34.5
California	39,466,855	5.9	50.7	9.4	82,053	33.9

	Population Age 5-17 (%)	Population Age 25-64 (%)	Population Age 65+ (%)
City of Carpinteria	2,065 15.7	6,739 51.1	2,469 18.7
Santa Barbara County	72,088 16.3	207,527 47.0	70,411 16.0
California	6,476,511 16.4	20,905,593 53.0	6,010,802 15.2

Source: California Department of Finance, Claritas, California Economic Forecast

DEMOGRAPHICS



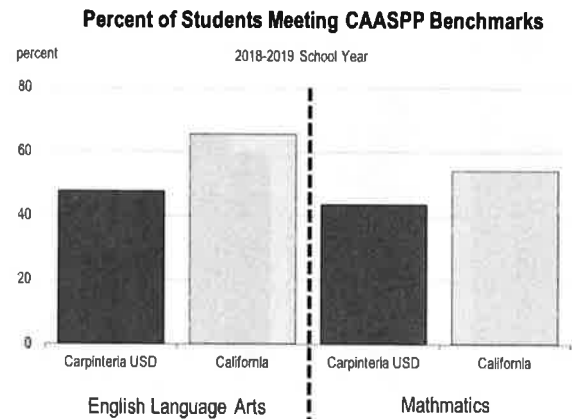
- Approximately 29 percent of Carpinteria residents have earned an associate's degree or have attended some college classes without graduating, while 36 percent have a high school diploma or less.

California schools now administer the CAASPP exam – a replacement system for the old California Standard Test (CST).

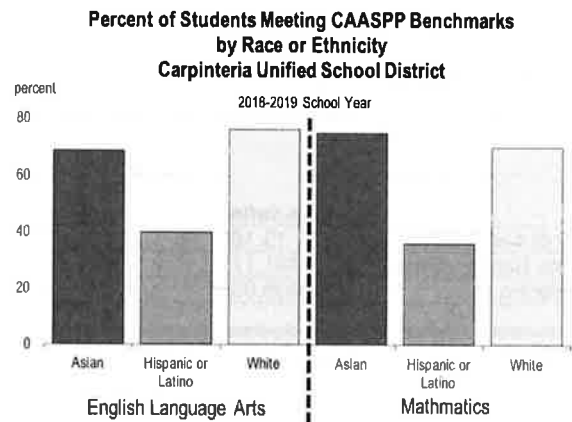
The State of California has established benchmarks for student scores, and schools can be evaluated by the rate at which their students pass these benchmarks.

Because testing was disrupted during the coronavirus pandemic, the most recently available data is for the 2018-2019 school year.

- On the English Language Arts portion of the CAASPP, approximately 48 percent of students met testing benchmarks in the Carpinteria USD, according to the California Department of Education.
- Across California, 66 percent of students met benchmarks on the English Language Arts test.

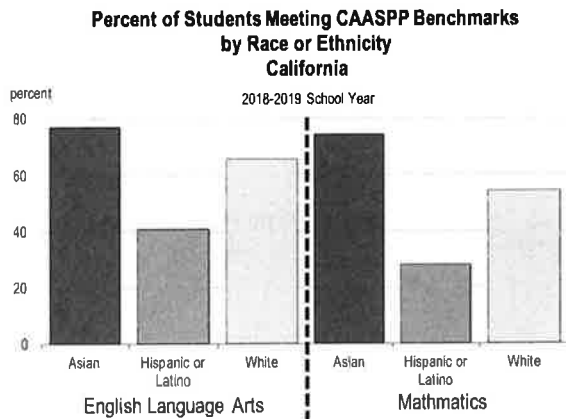


- Approximately 44 percent of students met Math benchmarks in the Carpinteria USD, while 54 percent met benchmarks statewide.
- Testing results varied by race and ethnicity. In the Carpinteria USD, more than 65 percent of Asian and White students met benchmarks in English Language Arts, while approximately 40 percent of Hispanic or Latino students met the benchmarks.¹
- In Math, at least 70 percent of Asian and White students met benchmarks at Carpinteria USD, compared to 36 percent of Hispanic or Latino students.



¹ The California Department of Education only provides data for the White, Asian, and Hispanic/Latino groups for the Carpinteria Unified School District for the CAASPP.

DEMOGRAPHICS



- Statewide, Asian students met benchmarks at higher rates than White or Hispanic/Latino students on both tests.

The SAT is a standardized test taken by juniors and seniors in high school, and it is generally a requirement for four-year colleges and universities.

According to the California Department of Education, 31 percent of 12th grade students took the SAT in the 2019-2020 school year at Carpinteria Senior High. Statewide, the number of test takers represented 33 percent of 12th grade enrollment.

Compared to the rest of California, students at Carpinteria Senior High performed exceptionally well on the SAT.

- In the 2019-2020 school year, 78 percent of test-takers from Carpinteria High met standard benchmarks on the English Language Arts portion of the test.
- On the Math section, 67 percent of students met these benchmarks.

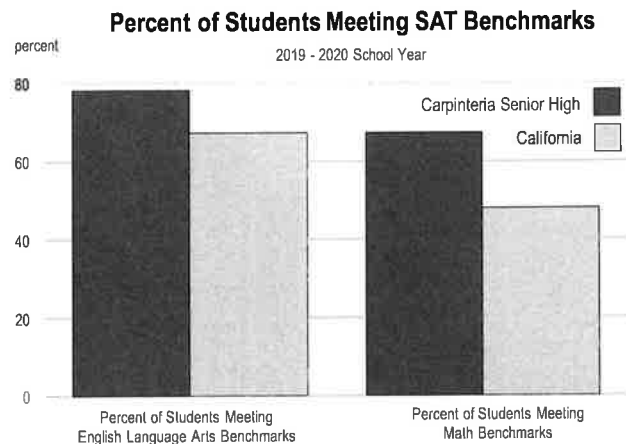
- Across California, only 67 percent of students met benchmarks on the English portion and only 48 percent met benchmarks on the Math portion.

Aside from SAT scores, California colleges consider other factors when making admissions decisions.

In order to be accepted into the California State University system, students need to have completed 15 college preparatory classes and maintained a high school GPA of at least 2.5.

For the University of California system, students need 15 college prep classes and a GPA of at least 3.0.

In the Carpinteria Unified School District, 43 percent of students met the requirements for CSU or UC admission last year.



Employment and Unemployment

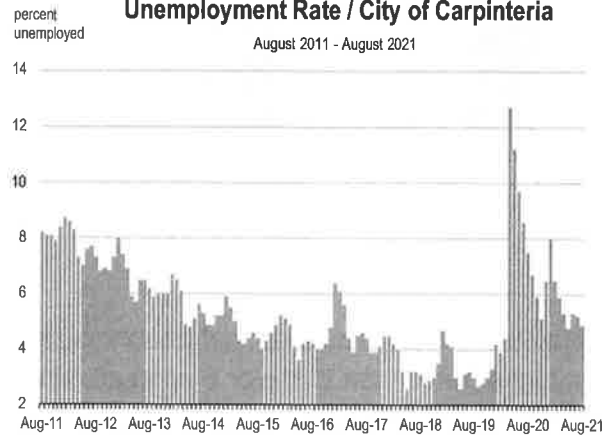
The labor market recovery in the Carpinteria Valley is well underway. Jobs are being restored across most industries, with some sectors already surpassing pre-pandemic conditions.

The unemployment rate climbed as high as 12.7 percent during the most acute phase of the Coronavirus Recession, but it has improved steadily and was measured at just 4.9 percent in August 2021.

There are a record number of job postings in the Carpinteria Valley, indicating that demand for workers is high. Openings are particularly high at the region's major firms, like Procore, Agilent, Nusil, and Albertsons.

Now that children have returned to an in-person school schedule, caregivers should have more flexibility to re-enter the job market and fill some of these open positions.

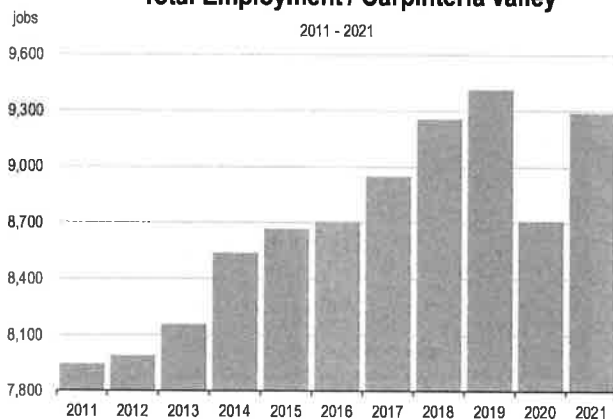
Unemployment Rate / City of Carpinteria



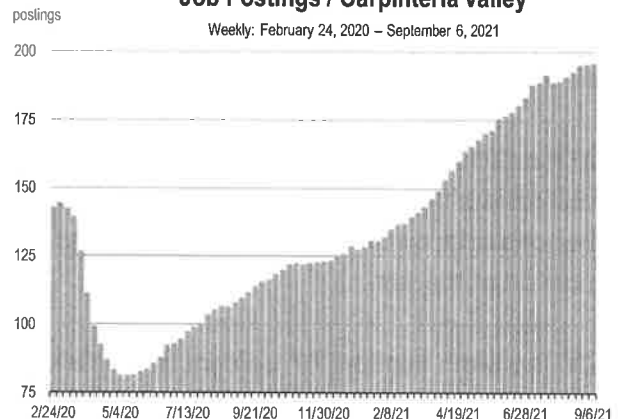
And now that enhanced unemployment benefits have ended, it is expected that low-wage workers, many of whom were earning more from unemployment payments than from their pre-pandemic jobs, will be incentivized to return to work.

During 2020, the most prominent job losses were observed in two industries – information services and accommodation & food services (i.e. hotels, restaurants, caterers, and bars).

Total Employment / Carpinteria Valley



Job Postings / Carpinteria Valley



Job Openings by Company September 2021

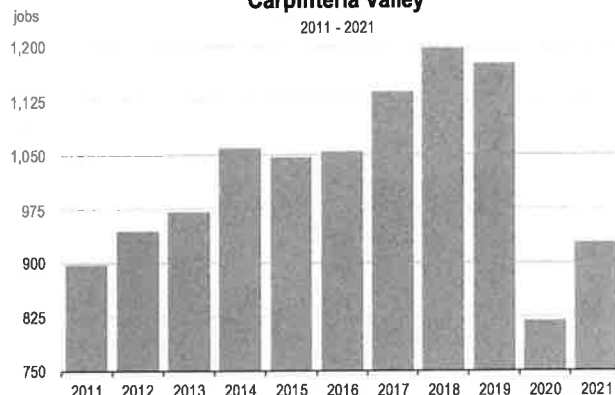
Company	Openings
Procore	67
Agilent	32
Nusil	14
Albertsons	14
PlanMember	10
Smart & Final	6
Continental AG	6
GraVinda Senior Care	5

Source: Indeed

Losses in the information sector were concentrated at Procore, which now has approximately 240 fewer employees than it did before the pandemic. The recovery in the information services industry has been slow, but Procore has dozens of new job openings, indicating that employment totals in the information sector will continue to rebound.

Job counts in accommodation & food services declined sharply in 2020 as restaurants were forced to suspend in-person dining, bars were ordered to cease operations completely, hotels were subjected to a huge decline in demand, and caterers were impacted by the cancellation of live events.

Employment in Hotels, Restaurants, Bars, Catering Carpinteria Valley

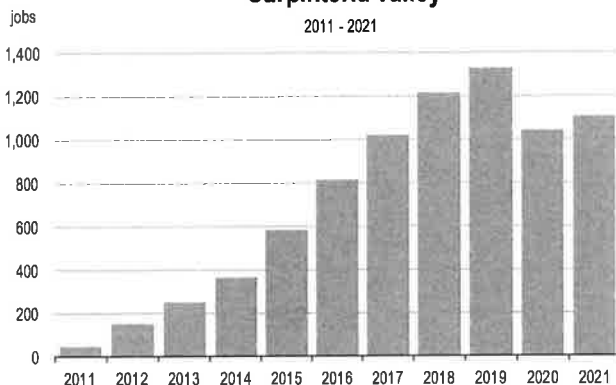


The accommodation & food services sector is in the process of recovering, but it still needs to add 240 jobs to reach full staffing conditions.

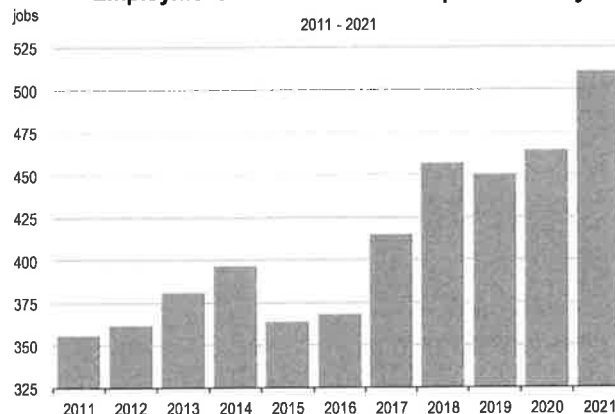
Some corners of the job market actually expanded during 2020 and 2021.

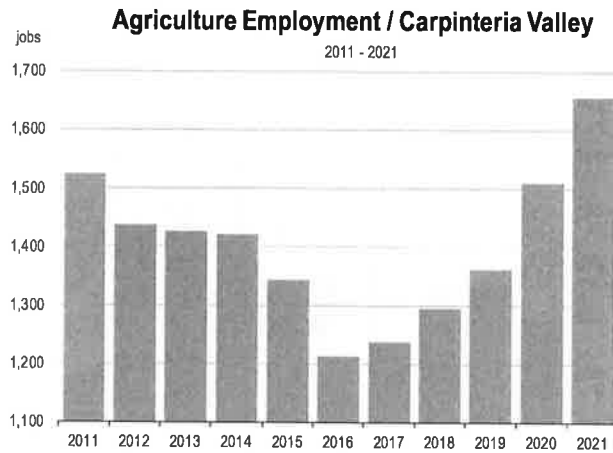
Construction companies now have more employees than any year since the Housing Bubble. A meaningful number of residential projects are under construction, and there are a large number of future projects in the planning process, suggesting that construction employment will expand further in 2022 and 2023.

Employment in Information Services Carpinteria Valley

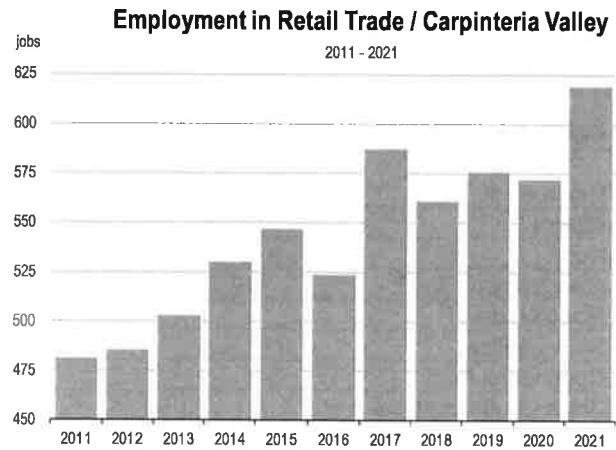


Employment in Construction / Carpinteria Valley





Carpinteria has developed a growing cannabis industry, with cannabis companies occupying the greenhouses that used to grow orchids and other flowers. In 2017, these greenhouses began hiring workers to prepare for the onset of legal cannabis cultivation, and by 2021 the agriculture sector had generated more than 400 new jobs.



Retail employment in the Carpinteria Valley was largely unaffected by the Coronavirus Recession and is now expanding. Many local retail jobs are at grocery stores like Albertsons and Smart & Final, which saw a burst of demand as households spent less time at restaurants and more time cooking.

Employment by Sector

Carpinteria Valley

Sector	2019	2020	2021	Fully Recovered
----- number of workers -----				
Admin Support / Security / Landscaping	372	393	399	Yes
Agriculture	1,362	1,510	1,656	Yes
Arts / Entertainment / Recreation	136	119	137	Yes
Construction	450	464	511	Yes
Finance / Insurance	182	173	172	
Government	564	514	561	
Health Care / Social Assistance	346	308	340	
Hotels / Food Service	1,176	819	928	
Information Services	1,326	1,041	1,104	
Management Of Companies	242	215	199	
Manufacturing	1,274	1,248	1,243	
Other Services	149	133	140	
Private Educational Services	225	216	221	
Professional / Scientific / Technical	389	386	416	Yes
Real Estate / Rental / Leasing	141	123	118	
Retail Trade	576	572	619	Yes
Transportation / Warehousing	47	28	26	
Wholesale Trade	533	508	541	Yes
Total, All Industries	9,416	8,715	9,294	

Source: California Labor Market Information Division and California Economic Forecast

Average Salaries

In the Carpinteria Valley, average salaries are high. When compared to compensation levels across the state, workers in the local economy typically earn much more.

This provides economic benefits for the region by supporting the real estate market and attracting a highly skilled workforce. However, it can pose challenges for the business community, as high salaries reduce the incentive for companies to establish offices and other facilities in the Carpinteria Valley.

With an average salary of \$160,300, the management industry paid the highest wages in 2021.

The information and finance sectors also pay high wages in Carpinteria. Procore, PlanMember, and AGIA lead these industries, which offer average compensation packages of almost \$100,000.

In most parts of California, the private education industry pays below-average wages because it is largely staffed by teachers and school administrators. But in Carpinteria, LinkedIn represents most private education jobs, positions that create educational videos for LinkedIn Learning. LinkedIn pays wages that are competitive with other tech firms and far exceed salaries at most private schools.

The lowest paying sector in 2021 was accomodation & food services, which is mostly comprised of hotels, restaurants, bars, and

caters. These businesses have large numbers of young workers, as well as workers without college degrees, and compensation tends to be low.

Average Annual Salary	Carpinteria Valley
Sector	2021 Average Salary*
Management Of Companies	160,300
Information Services	99,800
Finance / Insurance	98,100
Professional / Scientific / Technical	87,800
Private Educational Services	84,200
Manufacturing	79,100
Government	65,200
Admin Support / Security / Landscaping	64,700
Wholesale Trade	60,200
Construction	59,500
Real Estate / Rental / Leasing	50,900
Agriculture	47,800
Transportation / Warehousing	46,300
Arts / Entertainment / Recreation	37,800
Other Services	37,100
Health Care & Social Assistance	35,000
Retail Trade	34,300
Hotels / Food Service	25,800
Total, All Industries	60,800

*dollars per worker

Source: California Labor Market Information Division and
California Economic Forecast

Largest Employers in the Carpinteria Valley

In the Carpinteria Valley, the California Economic Forecast identified 12 organizations that have sizeable employee headcounts. This information was obtained through phone surveys that were conducted in September of 2021.

Many of these organizations have locations in other cities, states, and nations, but the information presented in this section is limited to jobs located in the Carpinteria Valley.

For the 12 organizations surveyed, total employment was recorded at 3,053 workers in September of 2021.

In the Carpinteria Valley, the largest employer is Procore, a firm that designs software programs

for the construction industry. Procore expanded rapidly through 2019, growing by almost 700 employees over four years.

Procore's headcount declined by almost 240 employees between 2019 and 2021, but it now has job openings for 67 new positions.

Agilent and Gigavac added the largest numbers of jobs over the last two years. Agilent, a medical diagnostics firm, increased its headcount by 25 while Gigavac, which makes parts for electronic vehicles, added 68 new workers.

In the public sector, the largest employer is the Carpinteria Unified School District. With 310 employees, it is also larger than any private organization except for Procore, Agilent, and LinkedIn.

Largest Employers		Carpinteria Valley		September 2021	
Rank	Organization	Industry	2019 Employee Headcount	2021 Employee Headcount	Change from 2019 to 2021
1	Procore	Software Services	850	611	-239
2	Agilent	Medical Diagnostcs	400	425	25
3	LinkedIn	Private Education Services	312	336	24
4	Carpinteria USD	Public School District	365	310	-55
5	Gigavac	Industrial Manufacturing	232	300	68
6	Nusil Technology	Silicone Manufacturing	284	275	-9
7	Plan Member Services	Financial Services	168	180	12
8	Bega US	Industrial Manufacturing	160	160	0
9	Continental Auto systems	Automotive Lidar Design	125	125	0
10	Albertsons	Grocery Store	120	122	2
11	AGIA, Inc.	Insurance services	120	119	-1
12	Freudenberg Medical	Medical Product Design	90	90	0
Total			3,226	3,053	-173

Source: California Economic Forecast

RESIDENTIAL REAL ESTATE



The housing market in the Carpinteria Valley is exceptionally tight and prices are rising fast.

The median price for single-family homes has reached \$1.7 million, an increase of 35 percent from the previous year.

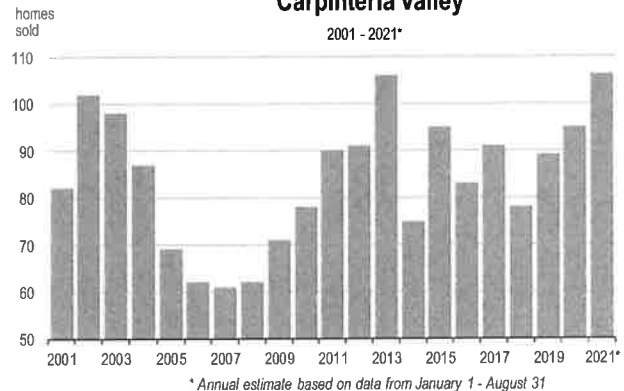
Under a backdrop of strong job creation, low interest rates, and historically sparse inventory levels, the 2021 homebuying season represents the most lopsided seller's market on record.

Half of all properties now sell above the asking price and bidding wars are common.

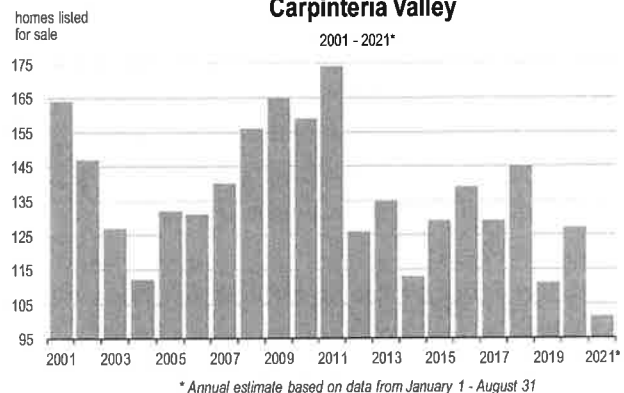
Due to rising prices, housing affordability is deteriorating. The typical mortgage payment on a newly-purchased home has climbed above \$5,800 per month, a value that represents more than 80 percent of median household income.

This means that single-family homes are out of reach for most Carpinteria households because affordability guidelines suggest that mortgage payments should not surpass 30 to 40 percent of income.

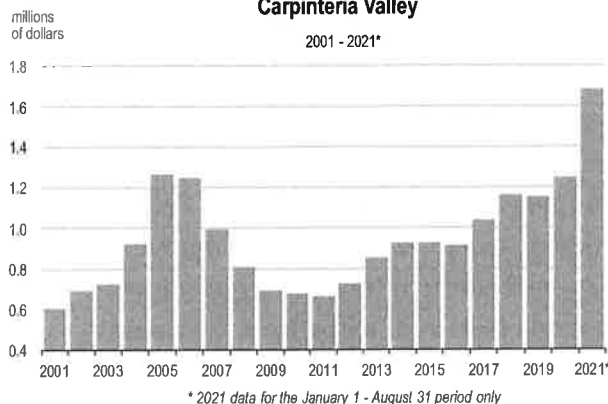
Sales of Existing Single-Family Homes Carpinteria Valley



Listings of Existing Single-Family Homes Carpinteria Valley

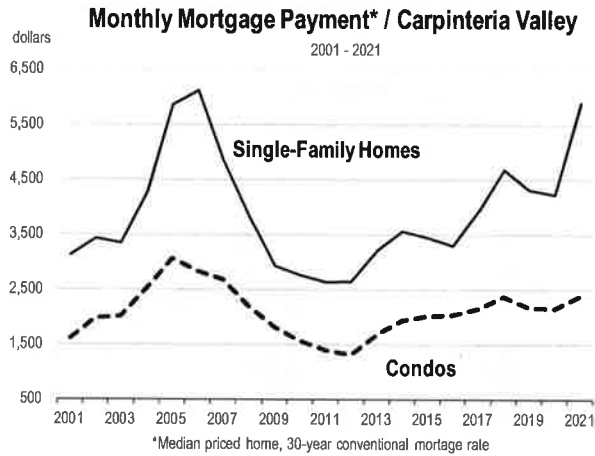


Median Selling Price / Existing Single-Family Homes Carpinteria Valley



Homes Sold Above Asking Price / Carpinteria Valley

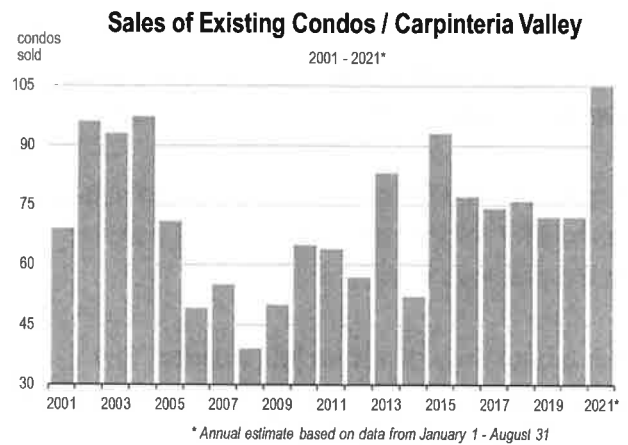




But condos and mobile homes in the Carpinteria Valley have much lower prices, providing affordable options for households that are unable to enter the traditional single-family home ownership market.

In 2021, the typical payment on the median-priced condo was only \$2,385, representing just 33 percent of median household income.

Because condos offer an affordable alternative to single-family homes, condo sales have surged in 2021.



Through the end of August, the Carpinteria Valley was on pace to record 105 condo sales, the highest level in decades.

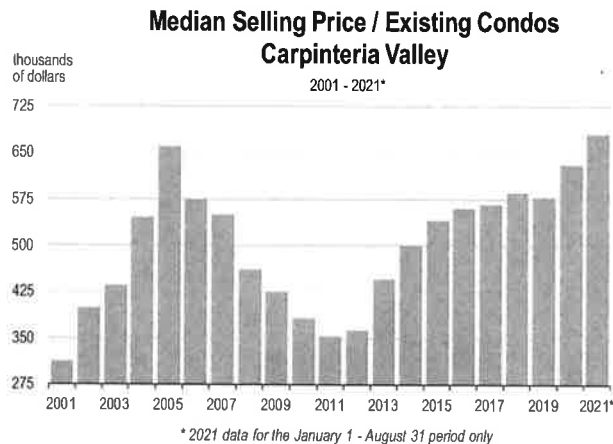
Mobile homes are particularly prominent in Carpinteria and are often highly affordable.

Aside from rural regions, no other jurisdiction in California has a higher share of mobile homes than the City of Carpinteria.

The typical mortgage payment for mobile homes that were purchased in 2021 was just \$1,386, which is less than 20 percent of household income.

In general, home prices in Carpinteria are similar to broader South Santa Barbara County.

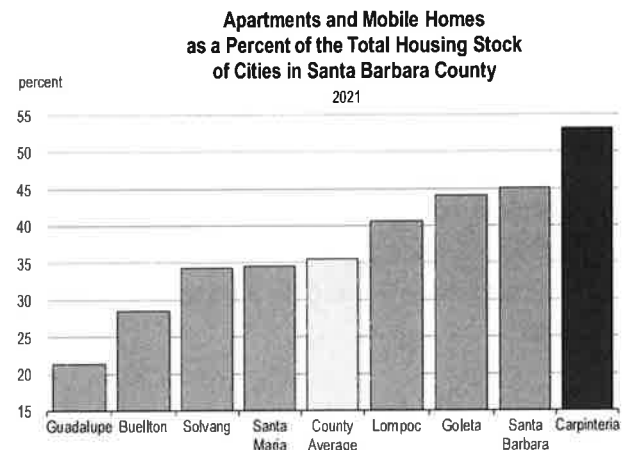
However, in the City of Carpinteria, 53 percent of the housing stock is comprised of apartments and mobile homes, and 3 percent is comprised of income-restricted units, indicating that there are more affordable housing options in Carpinteria than in other parts of the South Coast.



Apartment rents in Carpinteria are typically lower than in other parts of South Santa Barbara County.

The lower average rent is a benefit to workers employed in the Carpinteria Valley, and to workers in Goleta or the City of Santa Barbara that cannot afford the higher cost of living in those locations. But rental housing, like ownership housing, still represents challenging costs to carry for many households.

There are very few apartments for rent in Carpinteria today. For the sample of rentals advertised as available on Craigslist in October 2021, the median rent was \$2,525 among 2 or 3 bedroom apartments. For many households,



rental rates in this range are not affordable. Consequently, there has been out migration of lower income distribution families and individuals over time.

Carpinteria Valley Residential Real Estate

2015-2021*

	2015	2016	2017	2018	2019	2020	2021*
Single-Family Homes							
Listings (units)	129	139	129	145	111	127	101
Sales (units)	95	83	91	78	89	95	106
Median Selling Price (\$)	925,000	910,000	1,040,000	1,161,900	1,150,000	1,245,000	1,680,000
percent change	0.0	-1.6	14.3	11.7	-1.0	8.3	34.9
Condos							
Listings (units)	107	106	91	121	91	87	121
Sales (units)	93	77	74	76	72	72	105
Median Selling Price (\$)	540,000	559,000	566,000	585,000	577,500	631,000	680,000
percent change	8.2	3.5	1.3	3.4	-1.3	9.3	7.8
Mobile Homes							
Listings (units)	50	45	36	48	43	36	30
Sales (units)	39	39	38	24	34	36	27
Median Selling Price (\$)	199,000	230,000	280,750	298,250	292,000	311,000	395,000
percent change	7.9	15.6	22.1	6.2	-2.1	6.5	27.0

* Estimated with data for January 1 - August 31, 2021

Source: Santa Barbara Association of Realtors and California Economic Forecast

Office Market

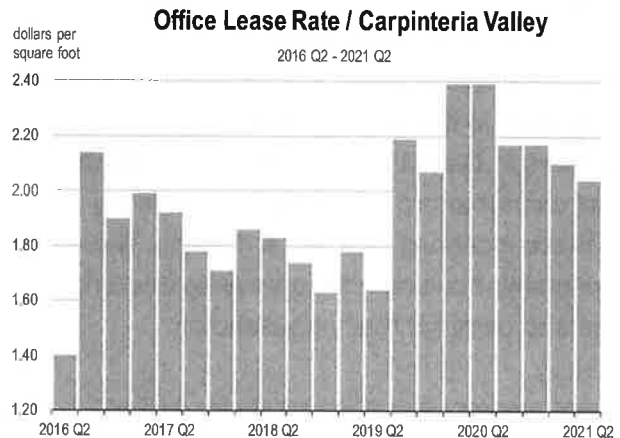
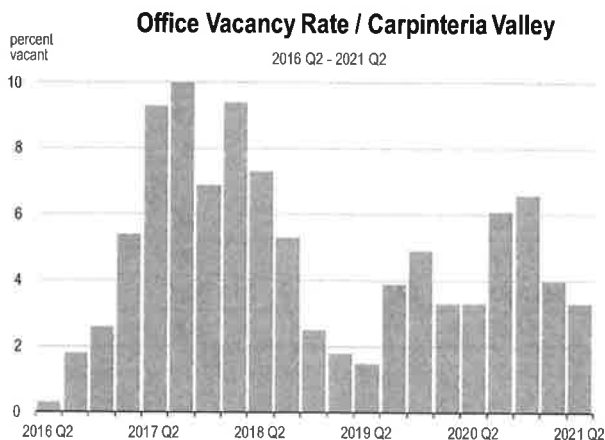
The Carpinteria office market is very tight. By July 2021, the vacancy rate had fallen to 3.3 percent, and there were only 3 spaces available for lease.

Since the onset of the Coronavirus Pandemic, the Carpinteria office market has been relatively stable.

Most leasing activity has been confined to small facilities, although approximately 10,000 square feet of space was leased on Rose Lane in mid-2021.

Even though many Carpinteria employees are still working from home, most local companies have maintained their office leases. Very few office-using firms had major layoffs, and some expanded through the recession and recovery.

Procore, the most prominent office-using firm in the area, has announced that all employees will eventually be expected to return to the



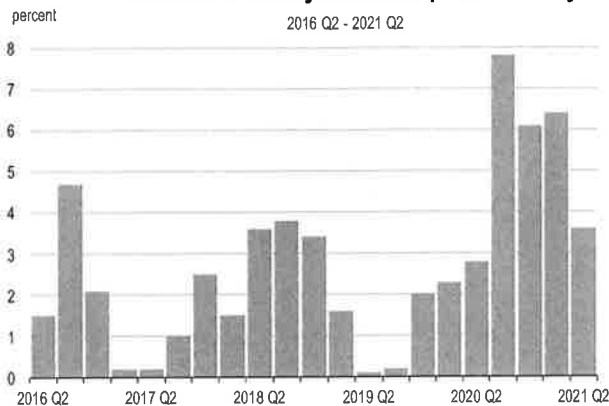
office, indicating that it will keep its facility on Carpinteria Ave.

LinkedIn, on the other hand, has a new, permanent work-from-anywhere policy, opening the door to downsizing its physical footprint.

But LinkedIn's Carpinteria office is unique. Local LinkedIn employees produce educational videos that frequently require sophisticated equipment, making it likely that most Carpinteria staff members will eventually be on site.

LinkedIn also owns its 87,000 square foot campus on Via Real, decreasing the possibility that it would vacate the building entirely, but any changes to its real estate strategy could have major implications for the region.

The entire office market in the Carpinteria Valley is relatively small and has been prone to significant volatility over the years. When only two companies vacated office space---Carl Karcher Enterprises leaving in 2016 and Venoco declaring bankruptcy in 2017---the office vacancy rate soared to 10 percent.

Industrial Vacancy Rate / Carpinteria Valley

Consequently, in the event that a major office tenant such as LinkedIn or Procore were to downsize and/or change their current real estate footprint, volatility and higher office vacancy rates would likely ensue.

Industrial Market

Conditions in the Carpinteria Valley industrial market have fluctuated in 2020 and 2021, with vacancy rates rising to 7.8 percent and subsequently falling to 3.6 percent.

The vacancy rate rose in 2020 Q3 when Procore offered 53,000 square feet of space for sublease.

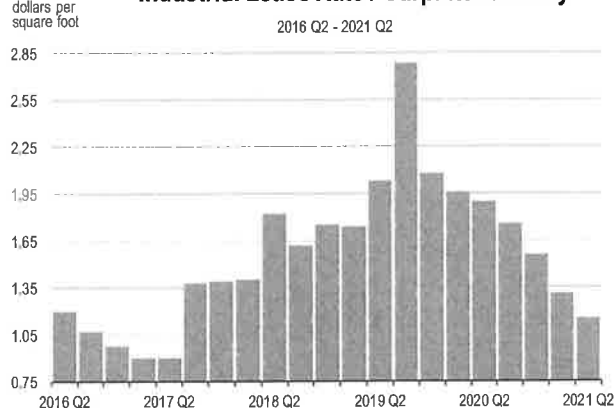
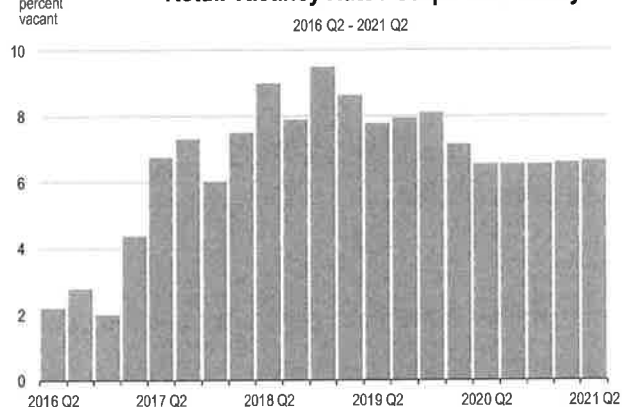
Procore occupies a mix of office and industrial space, and the firm's employee headcount declined sharply in 2020. Most of this space has been absorbed by other tenants, which ultimately returned the market to tight conditions.

Lease rates for industrial facilities have declined consistently over the last two years, falling to just \$1.15 per square foot, making Carpinteria a much more affordable option than Santa Barbara (\$2.78 per square foot) or Goleta (\$1.61 per square foot).

Retail Market

The Carpinteria Valley retail market is unique. It does not have the big-box stores like Target and Ross that populate Santa Barbara and Goleta. Instead, it has a relatively small number of retail storefronts (fewer than 300), which are frequently "mom and pop" shops.

Due to this dynamic, the local retail market has not followed the same trends as the markets in Santa Barbara and Goleta. Carpinteria does not have an empty Nordstrom like Paseo Nuevo, and there isn't a stretch of vacant storefronts

Industrial Lease Rate / Carpinteria Valley**Retail Vacancy Rate / Carpinteria Valley**

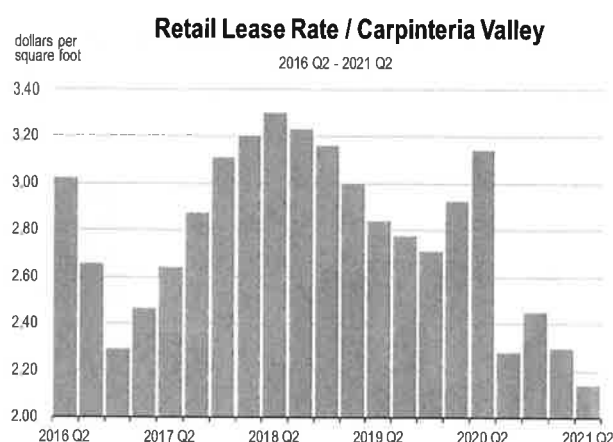
like State Street. Aside from its grocery stores, Carpinteria has very few facilities that would need to be repurposed in the event of a store closure.

Despite these factors, the Carpinteria retail market still faces challenges.

Retail sales have been declining for several years, lease rates for retail space have softened, and some stores have closed. By mid-2021, more than 6 percent of all space was vacant, a rate that is substantially higher than Santa Barbara or Goleta.

When stores have closed, they have typically been home furnishings stores, hardware stores, and garden supply stores. In each of these subsectors, the number of active storefronts has declined by at least 20 percent over the last 5 years.

At least one of these closed storefronts, at 700 Linden Ave., will soon be repurposed into a



new, state of the art facility that will be designed for the current needs of the community. This will meaningfully reduce the retail vacancy rate and augment existing retail sales and sales tax receipts in the City of Carpinteria.

The most successful retail subsector has been food and beverage stores. Over the last 5 years, the number of local food and beverage stores has expanded by 24 percent and sales have grown by 17 percent.

Commercial Real Estate	Carpinteria Valley				2019 Q4 - 2021 Q2		
	2019 Q4	2020 Q1	2020 Q2	2020 Q3	2020 Q4	2021 Q1	2021 Q2
Office							
Lease Rate (\$ per SF)	2.07	2.39	2.39	2.17	2.17	2.10	2.04
Vacancy Rate (%)	4.9	3.3	3.3	6.1	6.6	4	3.3
Industrial							
Lease Rate (\$ per SF)	2.08	1.96	1.90	1.76	1.56	1.31	1.15
Vacancy Rate (%)	2.0	2.3	2.8	7.8	6.1	6.4	3.6
Retail							
Lease Rate (\$ per SF)	2.71	2.93	3.14	2.28	2.45	2.30	2.14
Vacancy Rate (%)	8.1	7.1	6.5	6.5	6.5	6.6	6.7

Source: The Radius Group, Hayes Commercial, California Economic Forecast

The Retail Industry

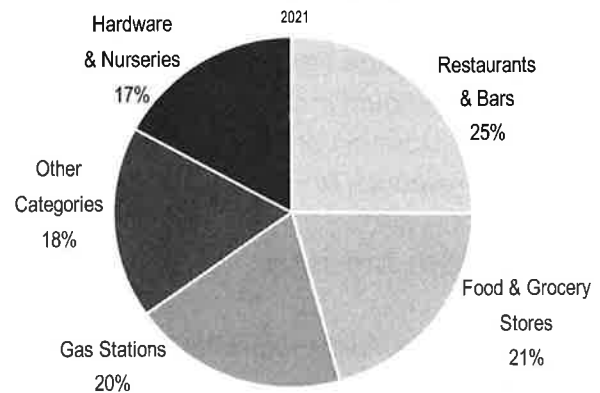
In 2020 and 2021, taxable retail sales in the City of Carpinteria declined sharply. Sales are down because restaurants were forced to operate at reduced capacities, the Avocado Festival was canceled, and the transition to online shopping has accelerated.

At restaurants, taxable sales declined by more than 30 percent in 2020. Sales have rebounded sharply in 2021 but are still below their pre-pandemic levels.

Very few restaurants closed during the pandemic, leaving a full recovery within reach.

Taxable transactions have also declined at gas stations. Even though fuel prices have reached \$4.50 per gallon, there are fewer cars on the road and fewer commuters traveling through Carpinteria between Ventura and Santa Barbara. Because fuel sales are heavily dependent on global oil prices and travel trends, sales at gas

Share of Retail Sales by Category / Carpinteria



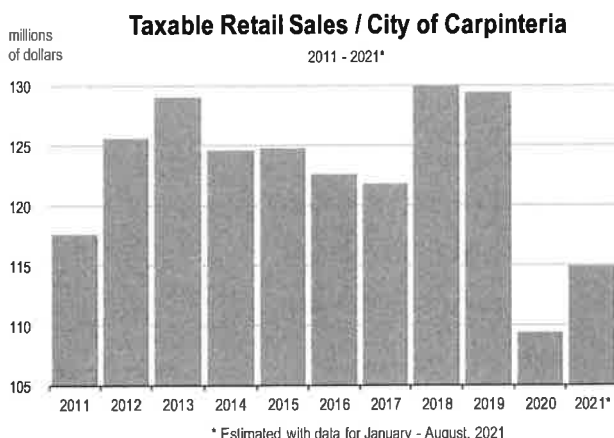
stations are often the most volatile category in the Carpinteria retail industry.

While overall retail sales have declined, some categories have improved. Grocery store transactions have increased by 10 percent as consumers spent less time at restaurants and more time cooking. Sales at auto parts stores, as well as used truck dealers, have spiked alongside an increase in prices for vehicles and parts.

The Retail-Tourism Connection

The Carpinteria retail environment is heavily dependent on tourism activity. It has been estimated that visitors to Carpinteria account for 65 percent to 85 percent of all retail sales. Since 2019, the City of Carpinteria has collected a local sales tax of 1.25 percent, meaning that visitors could contribute more than \$1 million to the City budget through sales taxes.

The annual Avocado Festival is among the most prominent contributors to the retail-tourism connection, bringing more than 75,000 visitors



to the Carpinteria Valley. These visitors spend an average of \$41 per day in the local economy, totaling \$3.1 million for the 3-day festival.

The Avocado festival was not held in 2020 or 2021. This contributed to the decline in taxable retail sales generated in the City during this period, but restoration of the event and its corresponding revenues is fully expected in 2022.

The Tourism Industry

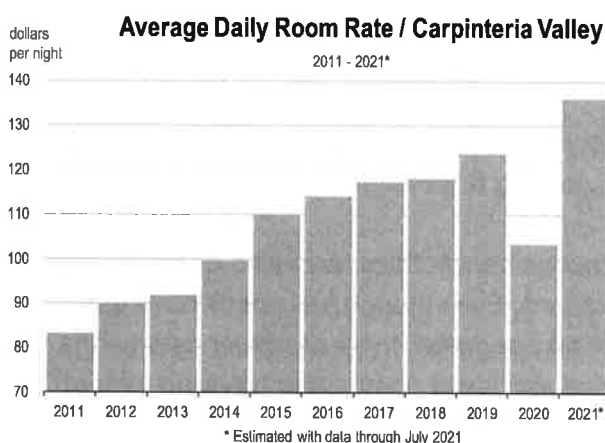
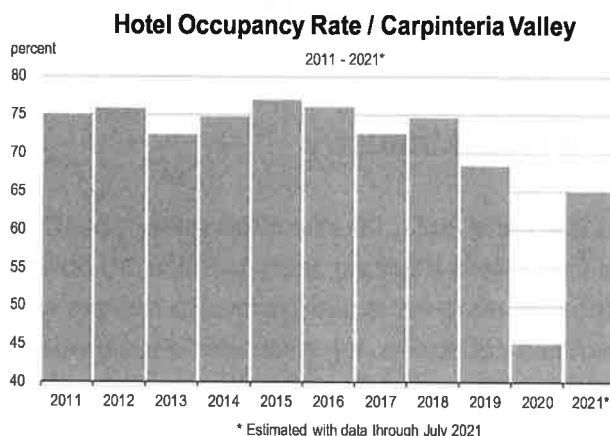
In the Carpinteria Valley, tourism is an important component of the local economy. By bringing visitors into the region, it adds to the customer base for local shops, restaurants, and recreational activities. As a result, it generates substantial revenues for the City's general fund and supports a significant number of jobs.

Carpinteria State Beach and City Beach are the principal visitor attractions to the community. State Beach annual attendance is estimated by the Park Service at just under one million visitors. Direct fees for day use and overnight camping generate \$3.4 million annually.

Hotels and Motels

There are seven transient lodging facilities within the City of Carpinteria, totaling 611 rooms. Occupancy rates are still below pre-pandemic conditions, but room rates and revenues have completely recovered.

The daily room rate in Carpinteria is expected to average \$136.10 in 2021. Room rates declined at the fastest rate on record in 2020 when travel restrictions prevented most overnight stays. But



Transient Lodging / Carpinteria

Best Western Plus

Casa del Sol

Holiday In Express Hotel & Suites

Motel 6 North Carpinteria

Motel 6 South Carpinteria

Sandyland Reef Inn

Watermark

beginning in mid-2021, when most travel restrictions were lifted, hotels were able to raise their rates to new heights.

The hotel occupancy rate is expected to average 65.1 percent in 2021, which is slightly below 2019 but much higher than the depths of 2020. In April and May of 2020, during the most restrictive period of the lockdowns, the Carpinteria occupancy rate fell as low as 21 percent. By July 2021, it had rebounded to 80.9 percent.

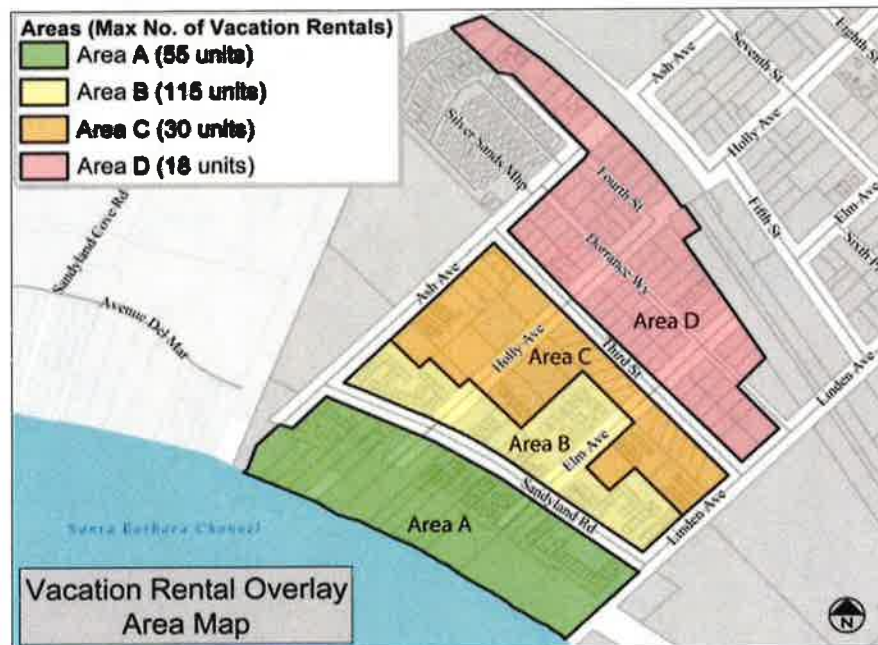
Studies show that Santa Barbara County needs more hotel rooms to meet future tourism demand. The Surfliner Inn project, by 499 Linden Managers LLC, is likely to proceed in the next year or two, adding 40 rooms to the market and meeting some of this demand.

Vacation Rentals

Vacation rentals (VRs) are private homes that are rented to tourists or other visitors for 30 days or less. They are frequently advertised on websites like Airbnb and VRBO.

The City of Carpinteria primarily allows VRs in the downtown district, near the beach. A maximum of 236 VRs can be permitted, according to the VR program rules. In 2021, there were 202 revenue-producing VRs.

The VR program began in mid-2017, and in 2018 VRs generated \$3.5 million in revenue. The VR program is on pace to record \$12.4 million in total revenue in 2021, contributing almost \$1.5 million to the city budget.



The City of Carpinteria allows a maximum of 236 vacation rentals. 218 of these are restricted to the area between Ash Ave. and Linden Ave., in between the train tracks and the beach. There are 18 vacation rentals that have been permitted outside of this area, but these permits will expire in June of 2022.



A principal attraction in Carpinteria is the State and City Beaches. Activities include swimming, camping, and exploring the tidepools. Harbor seals and other marine mammals can be seen in the area between December and May. The Carpinteria State Beach attracts an estimated 900,000 visitors each year who spend approximately \$30 million in the local economy.

LEGAL CANNABIS IN THE CARPINTERIA VALLEY



Since 2018 it has been legal to grow, process, sell, and purchase recreational cannabis in California. There are no cannabis farms or retail outlets in the City of Carpinteria, but there are several dozen businesses in the Carpinteria Valley – just outside of the City limits – that have been granted licenses by Santa Barbara County to cultivate and process cannabis.

As of September 2021, there were 29 companies in the Carpinteria Valley that were legally authorized to participate in the cannabis industry. All of these firms grow cannabis, and some also process cannabis that has already been harvested.

Most growers operate in the greenhouses that previously grew orchids and other flowers. Cannabis licenses differ by the size and type of the facility in use, but companies can combine multiple licenses to cultivate large areas.

Most greenhouse licenses in the Carpinteria Valley allow a grower to plant 5,001 to 10,000 square feet of greenhouse space, but

companies have applied for dozens of these licenses at a time. The most active firm is Valley Crest Farms, which has 38 licenses.

Some local firms have permits to process cannabis crops that have already been harvested, which allows them to trim and dry these crops, turn cannabis crops into oils or food products, and package and label cannabis products.

The 29 cannabis growers in the Valley have obtained 309 cultivation licenses and 15 processor licenses.

So far, the Carpinteria Valley has been one of the primary regions for legal cannabis cultivation in California.

Santa Barbara County has been issued more licenses than any county other than Humboldt and the Carpinteria Valley accounts for 18 percent of all licenses in Santa Barbara County.

**Cannabis Cultivation and Processing Licenses
California Counties Sept. 23, 2021**

Rank	County	Total Licenses
1	Humboldt County	1,701
2	Santa Barbara County	1,671
3	Mendocino County	847
4	Lake County	706
5	Monterey County	535
6	Trinity County	415
7	Los Angeles County	313
8	Kings County	245
9	Santa Cruz County	179
10	Sonoma County	163
Total Permits, all Counties		8,965

Source: California Department of Cannabis Control

**Cannabis Cultivation and Processing Licenses
California Cities and Surrounding Areas, Sept. 23, 2021**

Rank	Area	Total Licenses	Businesses with an Active License
1	Lompoc	419	13
2	Salinas	344	76
3	Carpinteria	324	29
4	Los Angeles	258	228
5	Lemoore	245	4
6	Santa Maria	222	10
7	Buellton	208	8
8	Santa Barbara	173	9
9	Lakeport	157	21
10	Watsonville	152	49

Source: California Department of Cannabis Control

Cannabis Licenses by Business / Carpinteria Valley					Sept. 23, 2021
Business Name	Nursery Cultivation Licenses	---- Greenhouse Cultivation Licenses by Size ----			Processor Licenses
		2,500 sq. ft. or Less	5,001 sq. ft. to 10,000 sq. ft.	10,001 sq. ft. to 22,000 sq. ft.	
Autumn Brands LLC	1	0	7	1	1
Blue Whale Agriculture	1	0	4	0	0
Bosim 1628	1	0	11	0	1
Ceres Farm, LLC	1	0	32	0	1
CKC Farms Inc	0	0	4	0	0
CP1 Supply Systems, Inc	1	0	10	0	1
Ednigma, Inc.	1	0	16	0	0
Farmlane	1	0	6	1	1
Flora Coast Inc.	0	0	11	0	0
G&K Produce LLC	1	0	14	0	1
Island Breeze Farms LLC	1	0	7	1	1
JJ Agriculture	0	0	4	0	0
K&G Flowers LLC	0	0	14	0	0
Life Remedy Farms	1	0	5	0	0
Mediedibles, Inc.	1	0	5	0	1
Melodious Plots Inc	0	0	18	0	0
Glass House Farms	0	0	9	0	1
New Generation Farms	0	0	4	0	0
New Horizon Farming	1	0	3	0	0
No legal business name provided	0	0	2	0	0
Ocean Hill Farms LLC	1	0	10	1	1
OGCC LLC	0	0	0	1	0
Olivella, Inc.	0	1	0	0	0
Orbiter Blooms	0	0	6	0	1
Primetime Farms Inc	1	0	6	0	1
Saga Farms	0	0	9	0	0
Cresco California	1	0	22	0	1
Twisted Roots Inc	1	0	10	0	1
Valley Crest Farms, LLC	0	0	38	0	1
Total Permits	16	1	287	5	15

Source: California Department of Cannabis Control

NEW DEVELOPMENT

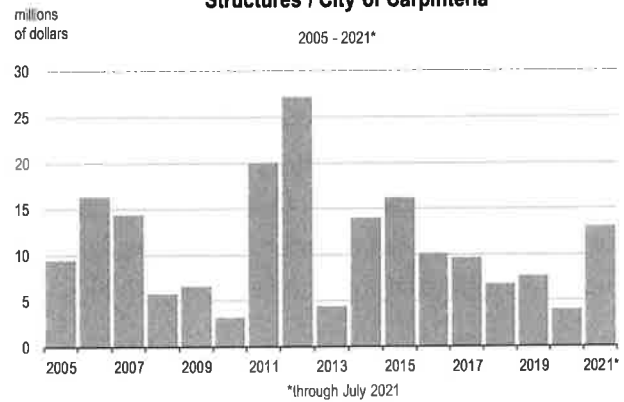


Residential development in the City of Carpinteria has been sparse for most of the last decade, but 2021 is shaping up to be relatively prolific. Through July, a total of 11 units have been authorized, representing a meaningful increase from 2019 and 2020.

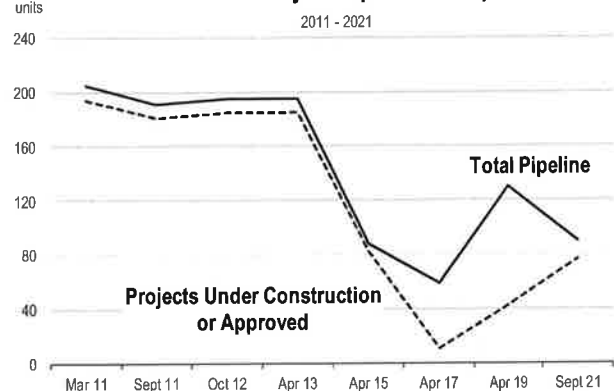
Through July 2021, total investment in residential and commercial structures has been recorded at \$13 million. Most investment spending in 2021 has been due to the renovation of existing commercial and industrial structures (\$8.1 million), with relatively little spending on new commercial and industrial structures. Approximately \$4.8 million has been spent building new single-family homes.

There are 103 residential units in some stage of the planning process, and 77 of these units have been approved. There are also 246,973 square feet of commercial and industrial space in the pipeline, with approval already granted to 102,170 square feet of space.

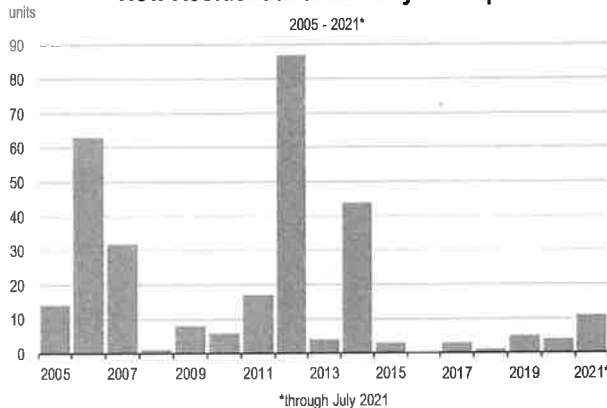
Total Investment in Residential and Non-Residential Structures / City of Carpinteria



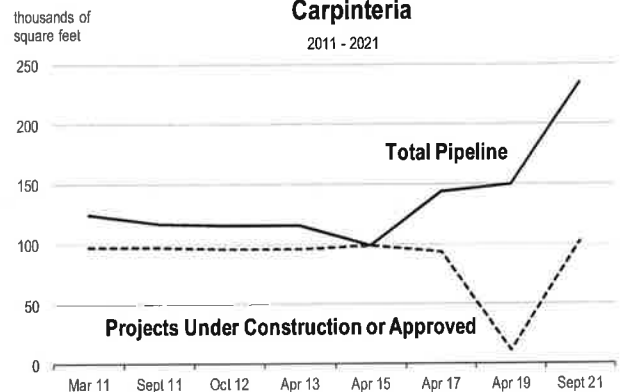
Residential Project Pipeline / Carpinteria



New Residential Units / City of Carpinteria



Commercial & Industrial Project Pipeline Carpinteria



Granvida Phase II Expansion

The Granvida Phase II Expansion project is a 50-unit assisted living facility originally proposed in 2018. The site is situated at 5464 Carpinteria Avenue.

The project features a 2-story building containing 11 studio units (averaging 370 square feet), 33 one-bedroom units (580 square feet) and 6 two-bedroom units (800 square feet).

The project has been approved and could break ground by 2023 or 2024.

Faith Lutheran SFDs

The Faith Lutheran SFDs project proposes the construction of 5 single-family detached residential units averaging 2,663 square feet per

unit. The project also features a 6,384 square foot church on a 62,125 square foot lot.

The project is located on 1335 Vallecito Place and was approved in December 2018. The project is under construction and is expected to be completed in Spring 2022.

Vernon Residences

The Vernon Residences project could produce 5 new residential units at the terminus of Maple Avenue, adjacent to Island Brewing Company. The area has a mix of commercial, industrial, and residential facilities, and is within walking distance to the Carpinteria Amtrak station.

The project was proposed conceptually on August 12, 2021 and the City is awaiting a formal application from the developers.



Granvida Phase II Expansion | source: Noozhawk

Sanctuary Beach Condominiums

The Sanctuary Beach Condominiums project proposes to construct 4 new condominium units on a lot formerly occupied by Norman's Tennis Courts. The units would average 2,300 square feet of residential space.

The project is located at 4925 Carpinteria Avenue and was initially approved in November 2015. The City of Carpinteria reapproved the project in March 2019, and the project is currently under construction.

Klentner Condominiums

The Klentner Condominium project involves the demolition of two existing residences and the construction of four new condominium units. The project is located at 1075 Cramer Road.

Construction of the project is nearly complete, and the Certificates of Occupancy for the new units will be issued before the end of the year.

Zins Condominiums

The Zins Condominium project is located at 4905 Eighth Street, on the corner of Elm Avenue. The project would demolish an existing single-family residence and construct three new condominium units.

The project is under review for application completeness and should be scheduled for review by the City's Architectural Review Board by the end of the year. The project will need

Planning Commission review and approval to move forward.

Phari Condominiums

Phari, LLC plans to build 4 new condos on an existing residential lot at 1112 Linden Avenue, near the Highway 101 overpass. The lot currently contains 2 single-family homes and an additional residential unit, and these structures would be converted into 4 condos.

The project received building permits in July 2021 and is under construction.

Lagunitas Mixed Use Project

The Lagunitas project contains an 85,000 square foot office building that was approved in 2012. The project received final review by the City's Architectural Review Board in October 2019, and the developers are in contact with the City to obtain building permits for the project in the near future.

Via Real Hotel

The project site for this proposed 72-room hotel is located on Via Real between Santa Monica Road and Cravens Lane.

The hotel would be two stories in height and encompass 44,191 square feet of total space. It is expected to be operated as a Fairfield Inn and Suites by Marriott.



M3 Mixed Use Project | source: CoastalView.com

The Architectural Review Board recommended the project for preliminary approval in March 2017. The next step for the project is to complete the environmental review process, before planning commission review early next year.

M3 Mixed Use Project

This mixed-use project has been approved for a 6,488 square foot building to be located at the corner of Carpinteria Avenue and Holly Avenue.

The ground floor commercial space (approximately 3,000 square feet) will be home to Renaud's Patisserie & Bistro. The second floor will be the new home of M3's corporate offices as well as 2 one-bedroom apartments.

The project is currently in review with the Building & Safety Division and is anticipated to begin construction early next year.

Carpinteria Sanitary District HQ

The Carpinteria Sanitary District HQ project was approved in June 2018.

The project involves the demolition of existing modular offices and the construction of a new 4,118 square foot office building.

The project is located on 5300 6th Street and is currently under construction.



Surfliner Inn | source: City of Carpinteria

Surfliner Inn

The Surfliner Inn would be a new hotel on Linden Avenue, directly adjacent to the Amtrak Station. The project concept calls for 40 rooms and a café, and it would be accompanied by a new parking lot.

The project was initiated by the City of Carpinteria in 2018, and an LDPA was

established in 2021 with 499 Linden Managers LLC. Next, it will go through the regular development review process.

According to a 2016 study commissioned by the City of Carpinteria, Santa Barbara County needs to build thousands of hotel rooms to meet future travel demand. The Surfliner and Via Real projects will contribute to this goal.

Mixed-Use Projects

Carpinteria

September 2021

Project Name/Developer	Res Units	Commercial Square Feet	Description	Status
Faith Lutheran SFDs	5	6,384	Single Family Units and a Church	Under Construction
Prins Mixed Use	4	3,236	Residential / Commercial	Proposed
Cruz Mixed Use	2	500	Apartments / Commercial	Proposed
M3 Mixed Use	2	6,668	Apartments / Office / Retail	Approved
Lagunitas Mixed Use	n/a	85,000	Office Building	Approved
Total	13	98,552		

Source: City of Carpinteria and California Economic Forecast

Residential Projects		Carpinteria	September 2021
Project Name/Developer	Units	Description	Status
GranVida Phase II Expansion	50	Assisted Living Facility	Approved
Vernon Residences	5	Residential Units	Proposed
Klentmer Condominiums	4	Demish 2 SFDs and Build 4 Condos	Under Construction
Phari Condominiums	4	Convert Existing SFD & ADU Into 4 Condos	Under Construction
Sanctuary Beach Condominiums	4	Condominium Units	Under Construction
Saticoy Condominiums	4	Demolish SFD and Build 4 Condos	Proposed
Finnigan Apartments	3	Apartments	Proposed
Finnigan Apartments	3	Apartment Units	Proposed
Zins Condominiums	3	Demolish SFD and Build 3 Condos	Proposed
Cruz Mixed Use	2	1BD Apartment Units	Proposed
Haber Condominiums	2	Subdivide Existing SFD Lot and Construct 2 Condos	Approved
Able Second Unit	1	Second Unit on Existing Lot	Under Construction
Gobbell Second Unit	1	Second Unit on Existing Lot	Approved
Hawkins SFD	1	New Single-Family Unit on Vacant Lot	Under Construction
Stein Second Unit	1	Second Unit on Existing Lot	Under Construction
Strickland SFD	1	Convert 2 Apts into a Single-Family Unit	Under Construction
Wood SFD	1	New Single-Family Unit on Vacant Lot	Approved
Total	90		

Source: City of Carpinteria and California Economic Forecast

Commercial Projects		Carpinteria	September 2021
Project Name/Developer	Square Feet	Description	Status
Via Real Hotel	44,191	72-Room Hotel	In EIR Process
Barton Myers Office (Punto de Vista)	43,766	New 2-Story Office Building	Proposed
Surfliner Inn	36,118	40-Room Inn and Café	Proposed
McCann Mini Storage	12,192	113 New Mini-Storage Units	Proposed
Carpinteria Sanitary District HQ	4,118	Office Building	Under Construction
700 Linden Adaptive Reuse Project	3,176	Retail, Restaurant, and Office Space	Proposed
King Ventures/Autocamp	2,700	26-Space Airstream Campground & Clubhouse	Proposed
Family Baptist Church School	2,160	School	Proposed
Total	148,421		

Source: City of Carpinteria and California Economic Forecast

QUALITY OF LIFE INDICATORS



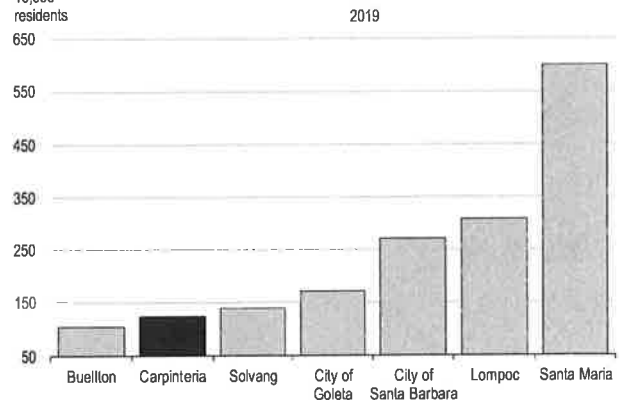
The social environment of the Carpinteria Valley directly affects local business progress and performance, and quality of life indicators impact the desirability of real estate assets in the region. Public safety, traffic, and commute times are important features of this environment, and are examined by referencing published information on local crime rates, traffic volumes, and commute patterns.

Crime

In the City of Carpinteria, crime rates have been very low for the last 20 years. Carpinteria has some of the lowest crime rates in Santa Barbara County, placing it among the safest cities in California.

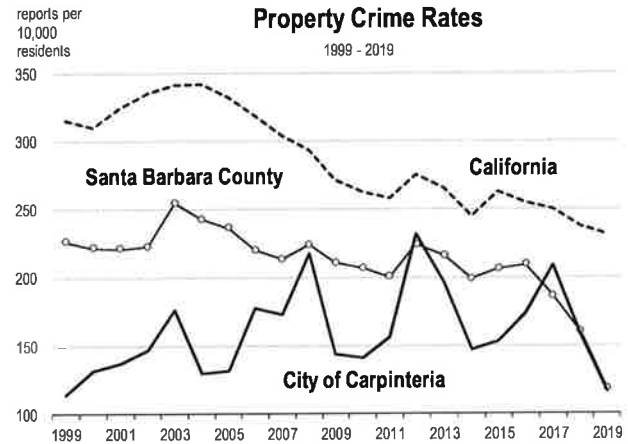
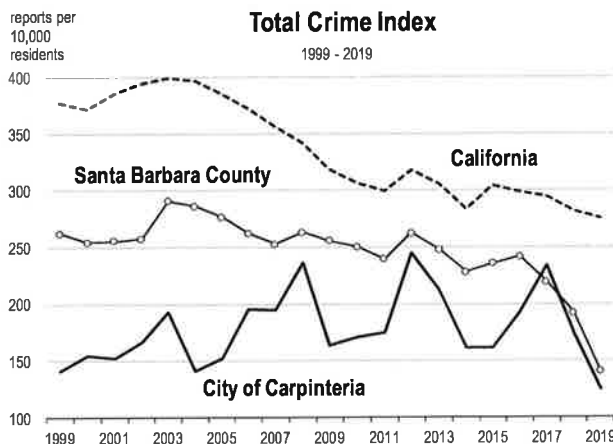
The broadest measure of crime, the Total Crime Index, is the sum of the following crime categories: homicide, rape, robbery, aggravated assault, burglary, motor vehicle theft, larceny, and arson.

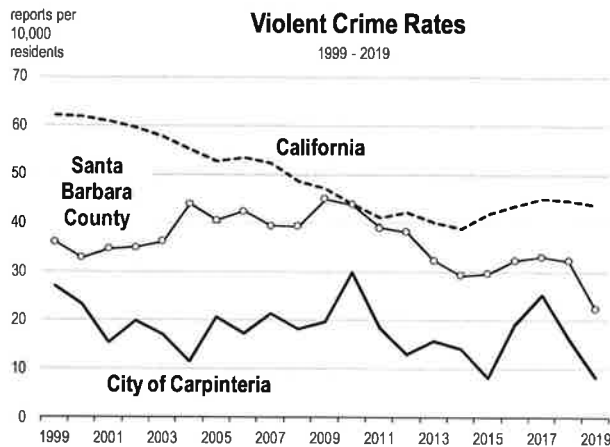
Crime Rates / Cities in Santa Barbara County



As of 2019 (the most recent year for which data is available), a total of 125 crimes were reported for every 10,000 residents in the City of Carpinteria, making 2019 the lowest crime year on record.

For small cities, including Carpinteria, crime rates fluctuate from year-to-year, so it's important to look at long-term trends. For Carpinteria, the trend is clear – crime rates have been low for many years.





Carpinteria also has lower crime rates than most cities in Santa Barbara County. In 2019, crime rates ranged from 106 in Buellton to 600 in Santa Maria, with an average rate of 141 countywide.

The City of Santa Maria had the highest property crime rate while Buellton had the lowest rate in Santa Barbara County.

There were only 8 violent crimes per 10,000 residents in Carpinteria in 2019. A rate below 10 indicates that violent crime is exceptionally uncommon.

In Santa Barbara, Lompoc, and Santa Maria, violent crime rates exceeded 40 in 2019.

Traffic and Commuting

Traffic Counts

Traffic counts reveal information about road usage and can provide insight into economic, demographic, and lifestyle trends.

In general, traffic counts decline during periods of economic weakness and grow during periods of strength. This occurs for several reasons, including the increased shipment of goods, a larger number of individuals driving to work, and higher disposable incomes that can be spent on transportation.

Traffic levels can affect the living standards of a community. High levels of traffic can cause congestion, leading to longer commute times and lower resident satisfaction. By contrast, low traffic volumes can lead to improved living standards.

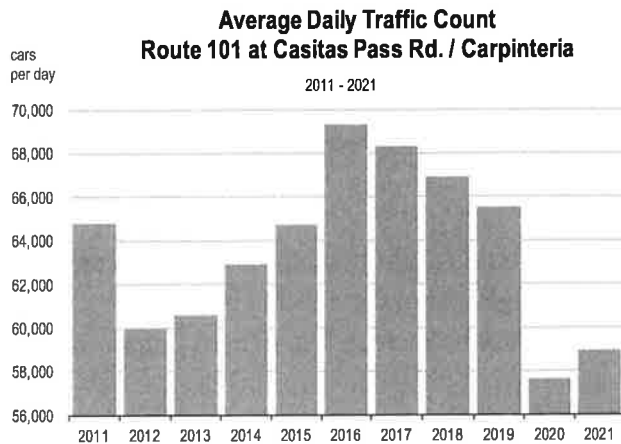
As a general rule, Carpinteria tends to have much lower levels of road usage than surrounding regions, and during most times of the day, driving around the city is relatively easy.

But peak hour traffic can be heavy, and people who commute from Carpinteria to Santa Barbara or Goleta can encounter high levels of congestion. This issue has been exacerbated by construction projects on Highway 101.

In order to get around construction points, drivers have been exiting Highway 101 and using the city streets in Carpinteria, leading to traffic problems that are often severe. Once the Highway 101 construction projects are finished, it is expected that this peak hour congestion will improve significantly in Carpinteria.

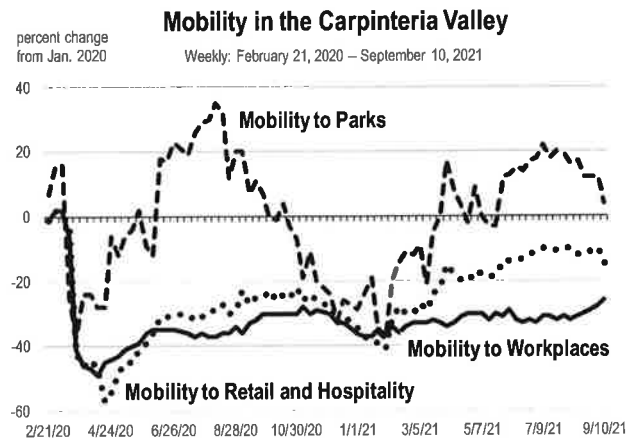
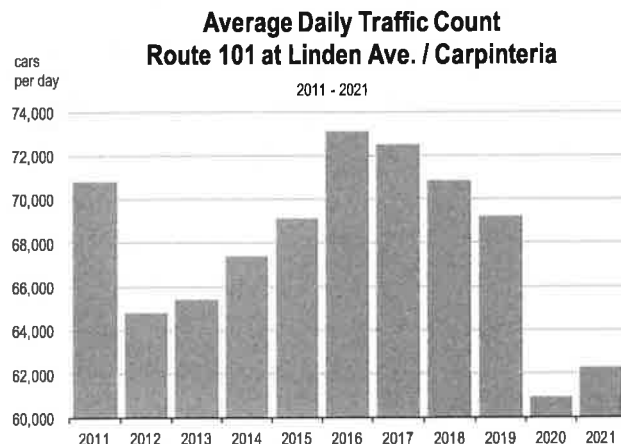
Caltrans estimates traffic counts for state highways, including interstates and routes. Annual average daily traffic is the total traffic volume for the year divided by 365.

QUALITY OF LIFE INDICATORS



Traffic volumes were heavily impacted by the Coronavirus Pandemic. Due to layoffs and work-from-home arrangements, there have been far fewer daily commuters since March 2020, leading to reductions in weekday road usage.

But by mid-2021, weekend traffic along Highway 101 had exceeded pre-pandemic conditions and had become excessive, with weekend travel between Los Angeles and Santa Barbara increasing substantially. Before the pandemic, traffic was typically heavy on Saturday morning in the Northbound direction and Sunday afternoon in the Southbound direction. In the summer of 2021, Highway 101 has been congested at virtually all times on the weekends.

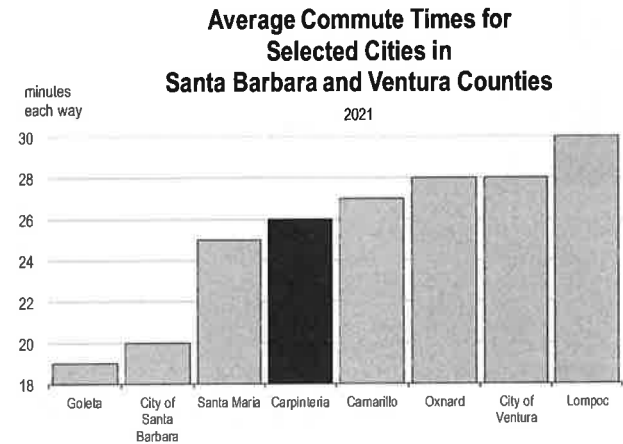


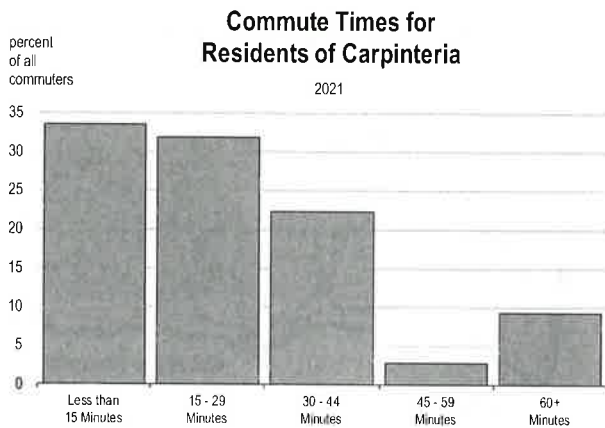
Average Commute Time

In 2021, workers who lived in Carpinteria had an average commute time of 26 minutes. By comparison, residents of other parts of the South Coast spent less time commuting, while residents in nearby Ventura County had longer commutes.

For residents of Ventura, Camarillo, and Oxnard, commute times averaged 27 or 28 minutes each way.

Lompoc residents spent the most time commuting in 2021. Many people from Lompoc commute all the way to Santa Barbara, and the





average Lompoc commuter spent 30 minutes in the car each way.

Commute times vary for Carpinteria residents, with most spending fewer than 30 minutes traveling to work. Approximately 22 percent spend 30-44 minutes on their trip to work, and only 6 percent commute for longer than 45 minutes.

Highway 101 Widening Project

In an effort to improve local congestion and freeway access in Carpinteria, construction is underway on Highway 101 between

Santa Barbara and Carpinteria. The highway interchanges at these junctions will be updated with new bridges and freeway ramps, and a third lane will be added to Highway 101 in each direction.

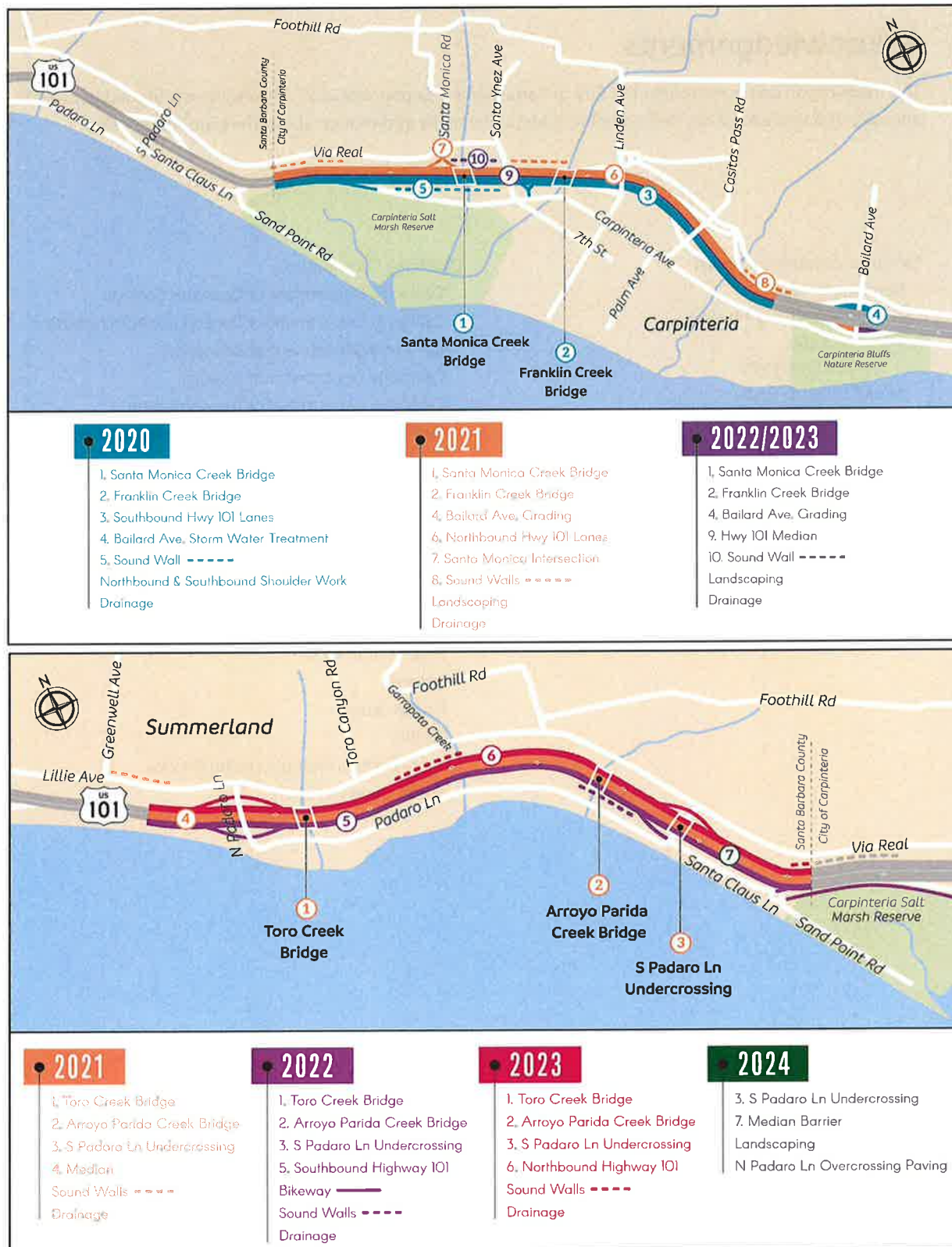
This project is a partnership between Caltrans, the Santa Barbara County Association of Governments, and the City of Carpinteria.

Via Real will be connected across Carpinteria Creek through a new roundabout up to Linden Ave. New bridges will be built over Carpinteria Creek on Highway 101 and Via Real, and four new sound walls will be built to reduce freeway noise in nearby neighborhoods. Bike and pedestrian improvements will also be added along Via Real, connected along Carpinteria Creek, and on the bridges over Linden Ave. and Casitas Pass Rd.

Construction started in the fall of 2016. It will continue through at least 2023 near Carpinteria, and through at least 2024 on the sections of Highway 101 to the north of the City, past North Padaro Ln.



Highway 101 construction | source: CoastalView.com



Phases of the Highway 101 construction project

Acknowledgements

This publication was prepared for the City of Carpinteria in September 2021. The Profile is intended to provide annually updated economic, demographic, and quality of life information about the Carpinteria Valley.

California Economic Forecast

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City of Carpinteria

COUNCIL AGENDA STAFF REPORT December 13, 2021

ITEM FOR COUNCIL CONSIDERATION

Joining a national opioid litigation settlement.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Approve joining the national opioid litigation settlement and authorize the City Manager to submit the necessary participation forms.

Sample Motion: I move to join the national opioid litigation settlement and authorize the City Manager to sign the necessary participation forms on behalf of the City.

BACKGROUND

On Wednesday, July 21, 2021, a proposed national settlement was announced relating to state and local government claims against the three largest opioid distributors (McKesson, Cardinal Health, and AmerisourceBergen) and opioid manufacturer Johnson & Johnson. If adopted, the proposed \$26 billion settlement agreement will provide funds directly to states and localities to assist in the abatement of the opiate epidemic.

Adoption of the settlement agreement is contingent upon whether a critical mass of state and local governments "opt in" to the agreement by January 2, 2022. The extent of participation determines: first, whether the settlement agreement will move forward, and; second, the amount of money allocated to each litigating subdivision.

Opting in would be expected to provide a small amount of annual revenue in support of certain public health services.

The purpose of this agenda matter is to allow the Council to consider and act to opt in to the national settlement agreement.

DISCUSSION

Cities and counties that are eligible to join the settlement began receiving notice from the national settlement administrator in September of 2021. Those jurisdictions wishing

to join must communicate that decision to the administrator by January 2, 2022. The Distributors and Manufacturer have until February 1, 2022 to determine if a "critical mass" has been obtained. If so, the settlement will go into effect on April 2, 2022. Distribution of funds will take place according to the schedules provided in the respective Settlement Agreements. Generally, the disbursement of funds will take place over 18 years.

As discussed above, the final amount of the settlement hinges on the level of participation by states, counties, and cities nationwide. The higher the level of participation, the higher the settlement. Assuming all eligible jurisdictions in California opt-in to the agreement, the state will receive roughly 9.82% of the \$26 billion settlement—or more than \$2.2 billion.

The distribution of funds within, amongst, and between California and its political subdivisions is determined by the California Intrastate Allocation Agreement ("CIAA"). The terms of the CIAA were finalized on October 27, 2021 and will be made available as soon as possible at www.nationalopioidsettlement.com and www.oag.ca.gov/opioids.

The percentage of the abatement funds that Carpinteria would receive will be included within Appendix 1 of the CIAA. This percentage is the percentage of the 70% of abatement funds (mentioned above). Once available, this will help Carpinteria approximate the order of magnitude of the settlement that Carpinteria would receive.

The default disbursement method provides for the funds to be received by the county in which the non-litigating entities are located. The rationale is that it is often at the county-level where programs and departments already exist that operates programs related to abatement of opioid use. Should the City receive a settlement amount, it is likely that staff would recommend directing its allocation to the county to be used in county-wide programs.

However, a city may elect to receive its share of the settlement directly if desired. Should the City elect to receive settlement funds directly, it will be responsible for the proper accounting of the funds, meeting the reporting requirements to the State, as well as the proper use of funds for the approved abatement purposes. Information available to the City concerning the settlement repeatedly stresses that smaller subdivisions may not receive an amount of settlement funds substantial enough to justify the costs of implementing their use.

For example, a sample case was provided of a California city of 16,000 people that would receive a maximum of approximately \$9,000 over the span of 18 years. The panelists indicated that unless the City already has programs in place related to the above abatement programs, it may not be worth opting in to receive a direct payment. Thus, it would likely be more beneficial to aggregate these funds at the county level, which will then facilitate the use of the funds within each city.

The amount a county receives is separate, and not inclusive of the percentage that a city receives. Thus, Santa Barbara County will receive an allocation, as will each city within the County that participates in the agreement.

Any settlement funds received by the City must be spent according to certain approved uses. Examples include:

- Naloxone training and distribution
- Medication-assisted treatment distribution and other opioid related treatment
- Pregnant and Postpartum Women – screening, treatment, and wrap-around services
- Expanding treatment for neonatal abstinence syndrome
- Expansion of warm hand-off programs and recovery services
- Treatment for incarcerated population
- Prevention programs, including funding for:
 - o media campaigns to prevent opioid use
 - o evidence-based prevention programs in schools
 - o medical provider education and outreach
 - o community drug disposal programs
 - o first responder training
- Expanding syringe service programs

As described above, the amount of the revenue and the requirements regarding its use support directing the City's allocation to program/service providers at the county level and staff anticipates recommending this should the City receive an allocating by opting in to the agreement.

POLICY CONSISTENCY

Opting in to the settlement is consistent with the City's interest in collaborating with state and county entities to fund and deliver services necessary and desirable to meet the needs of the Carpinteria community.

FINANCIAL CONSIDERATIONS

There is no cost associated with opting in to the agreement. As discussed above, it cannot be known at this time the amount of revenue opting in will provide. As described above, it appears the amount could be less than \$10,000 spread over 18 years; however, it could be combined with amounts received by other local governments in Santa Barbara County in order to help meet certain county-wide service needs.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney's Office has consulted with staff on this matter and will be available to answer questions.

OPTIONS

1. Authorize the City opting in to the settlement (Staff recommendation)
2. Decline to opt in.

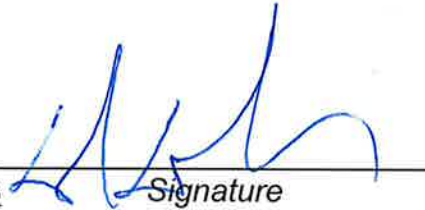
PRINCIPAL PARTIES EXPECTED AT MEETING

N/A

ATTACHMENTS

N/A

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



Signature

State unveils initial broadband projects to help bridge digital divide

Dec 1, 2021

The California Department of Technology announced the location of 18 sites for the initial construction and deployment of a statewide open-access middle mile network just before Thanksgiving. The network is the final leg needed to provide internet service to a customer and is an important step in creating more equitable internet access.

Projects are being initiated in the following tribal communities, counties, and cities: Alpine County; Amador County; Calaveras County; Central Coast; Coachella Valley; Colusa Area; Inyo County; Kern County; Kern/San Luis Obispo Area; Lake County Area; Los Angeles and South Los Angeles; Oakland; Orange County; Plumas Area; Riverside/San Diego Area; San Bernardino County; Siskiyou Area; and West Fresno.

These locations were strategically chosen to help provide broadband access to unserved and underserved communities and can serve as a test case for larger broadband deployment. The state defines an unserved or underserved region as an area with households that do not reliably have download speeds of at least 25 megabits per second (Mbps) and upload speeds of at least 3 Mbps.

The announcement is a part of the state's historic, [\\$6 billion broadband investment](#) and addresses one of the League of California Cities' top 2021 legislative priorities. The measure included \$2 billion for last-mile broadband infrastructure, which will increase connectivity and affordability for underserved and unserved rural and urban communities; \$3.25 billion for a statewide, open-access, middle-mile network; and \$750 million to establish a new loan loss reserve

account to provide collateral (and better borrowing terms) to local governments issuing bonds for municipal broadband deployment. The lack of available middle-mile broadband infrastructure is a major issue in connecting California's unserved and underserved communities. This first round of projects represents an essential first step towards connectivity and affordability for all by making it easier for internet providers to provide faster and cheaper service throughout the state. These projects will create opportunities for more entities to build last-mile infrastructure in more places and improve service, speeds, and network resilience.

A map and additional information can be found on [the California Department of Technology's](#) website.

Guide to Local Recovery:

December 1

Dec 1, 2021

The Internal Revenue Service has issued new guidance about the taxable status of payments to employers and employees made from the Coronavirus State and Local Fiscal Recovery Funds and the National League of Cities has released a new ARPA-related resource for city leaders.

New guidance on the taxable status of ARPA funding

Just before Thanksgiving, the Internal Revenue Service issued [additional guidance](#) about the taxable status of payments to employers and employees made from the Coronavirus State and Local Fiscal Recovery Funds, which was established under the American Rescue Plan Act (ARPA). This guidance determines whether some uses of recovery funds trigger tax consequences, and which payments may or may not be excluded from the recipient's gross income. Most notably, the guidance includes the following information:

- Payments from the Coronavirus State and Local Fiscal Recovery Funds that are “in the nature of compensation for services” are considered wages and should be included in gross income. They are also subject to standard federal tax withholdings. This includes premium pay, hiring bonuses, cash bonuses, and other such payments.
- Payments from the Coronavirus State and Local Fiscal Recovery for utility costs incurred during COVID-19 are considered qualified disaster relief payments. Therefore, these payments are not considered income and do not require a Form 1099, which is used to report miscellaneous income that is not related to employment. This includes payments from California programs such as the [California](#)

[Arrearage Payment Program](#) and the [California Water and Wastewater Arrearage Payment Program](#).

Cities are encouraged to refer to this [fact sheet](#) for additional information or the [U.S. Department of the Treasury's website](#).

In July 2021, the League of California Cities submitted a [comment letter](#) to the Treasury Department regarding the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule. The letter highlighted nearly 30 areas that need additional flexibility or clarification, including clear direction on how local governments track and report premium pay allocations to non-government employment sectors eligible for premium pay grants, and if employers should withhold federal, state, and local taxes from premium pay.

Cal Cities continues to advocate for additional clarity and flexibility that meets the needs of local governments and improves program outcomes across eligible expense categories. For more information or questions, please contact Legislative Representative [Nicolas Romo](#).

[ARPA resources from the National League of Cities](#)

The National League of Cities (NLC) released a new ARPA-related resource for city leaders, the [Local Fiscal Recovery Funds Playbook](#). The playbook centralizes all the information and recommendations that NLC has released on the Coronavirus State and Local Fiscal Recovery Funds grants over the last several months and groups them by the program's eligible expenditure categories. It also organizes the Treasury Department's key guidance resources by format and includes hyperlinks to other resources.

Additionally, NLC is hosting a webinar on Dec. 9 about how [cities can bridge the digital divide](#). Broadband has evolved from a cutting-edge luxury to an essential component of daily life. With more funding and attention dedicated to broadband than ever before, cities have the opportunity to proactively work to bridge the digital divide in their communities. The webinar will focus on NLC's upcoming Digital Equity Playbook, a comprehensive resource designed to help cities identify and close the digital divide in their communities.

Take Action

Home / Advocacy / Take Action

The League of California Cities advocacy efforts are strongest when joined by the voices of city leaders. Gov. Gavin Newsom signed off on the last bills of the 2020-21 legislative session by the Oct. 10 deadline with some big wins for cities. Cal Cities appreciates all the hard work and advocacy efforts by city officials during this legislative session. Visit Cal Cities' online [bill search](#) to view the outcome of specific measures. Read Cal Cities' news articles about bills signed and vetoed.

Legislative Outcomes

- October 13: [October treats for cities as Governor takes final action on 2021 bills](#)
- October 13: [California moves one step closer to closing the digital divide, a top priority for Cal Cities in 2021](#)
- September 29: [Cities score critical wins on environmental issues, Brown Act relief, and short-term rentals as bill signing deadline looms](#)
- September 15: [Dozens of bills impacting cities advance to the Governor's desk as the legislative session ends](#)
- September 8: [Cal Cities makes significant progress on city priorities; city voices are critical in final two days of legislative session](#)
- August 26: [Here are the priority bills that made it out of suspense file — and the ones that didn't](#)



Cal Cities Board of Directors adopts 2022 Action Agenda; considers positions on potential ballot initiatives

Dec 8, 2021

During its Dec. 2-3 meeting, the League of California Cities Board of Directors adopted the organization's 2022 Action Plan and 2022 Budget. The Action Agenda guides the organization's legislative and educational efforts and is updated annually. The Board also considered positions on potential ballot initiatives in 2022 that would impact cities. Below, are additional details on the Board actions.

Cal Cities 2022 Action Agenda

Prior to the board vote, city leaders in Cal Cities divisions, departments, policy committees, and diversity caucuses convened for several virtual meetings to chart the organization's priorities for 2022 and ensure they are laser-focused on the issues most critical to cities and the residents they serve. During the process, city leaders had the opportunity to review Cal Cities legislative achievements for 2021, discuss challenges cities are facing, and inform the organization's advocacy goals for 2022.

The Board adopted the following strategic advocacy priorities:

- **Secure funding to increase the supply and affordability of housing and reform state housing laws to retain local authority.** Secure adequate and sustainable funding for cities to increase construction of housing at all income levels, particularly affordable housing and workforce housing. Reform state housing laws to ensure cities retain local decision-making to meet the needs of their communities.

- **Attain investments to strengthen and sustain critical infrastructure.** Advocate for policies that strengthen the conditions of local streets, highways, bridges, public transit, and broadband to improve workforce and economic development. Secure support for the modernization and expansion of the statewide water grid, including infrastructure, storage, and conveyance. Work with stakeholders to provide cities with access to the tools needed to ensure projects are delivered efficiently and cost-effectively to meet current and future needs.
- **Secure increased funding and resources to prevent homelessness and assist individuals experiencing homelessness.** Secure additional ongoing, flexible resources to provide navigation assistance, emergency shelters, and permanent supportive housing. Enhance city and county coordination and strengthen partnerships with stakeholders to ensure adequate wraparound services are available for adults and youth at risk of, or already experiencing, homelessness in our communities, and effectively address mental health and substance use disorders.
- **Strengthen disaster preparedness, resiliency, and recovery from climate change impacts through improved collaboration and resources.** Secure additional resources and support to mitigate the effects of climate change, including catastrophic wildfires, drought, and sea level rise. Promote collaboration with other city, state, and federal governments, to strengthen disaster preparedness, resiliency, and recovery.

With the 2022 Action Agenda now set, Cal Cities will begin working immediately to advance these objectives in the state.

ACA 7 and the Land Use Initiative

The Cal Cities Board of Directors voted unanimously, with one abstention, to “take no position at this time on ACA 7 and the land use initiative. The Board reaffirms its strong desire to protect local decision-making authority over land use, housing, and zoning to meet the needs of their communities. To that end, the Board directs staff, working with the relevant policy committees, to develop a menu of near-, mid-, and long-term strategies to reform state housing laws and to

bring recommendations to the Board for consideration in spring 2022.”

The Board’s action was informed by the work of the organization’s ACA 7 Working Group. After a thorough review, the working group raised concerns that the measures may have significant, unintentional consequences, including pitting local jurisdictions against each other, and that additional feedback from cities is needed prior to taking a position.

Among the issues identified by the working group was the potential for unintended and negative consequences beyond housing that could arise if the initiative were to pass. For example, ACA 7 could result in a disjointed patchwork approach to the management of potential natural disasters, such as seismic hazards, wildland and urban fires, and floods.

Passage of these measures could also impede progress on environmental justice efforts that seek to mitigate health risks and other issues in disadvantaged communities.

The Board, along with the working group, recognized that while there are important concerns and unanswered questions with the proposed measures, an urgent need remains to address the supply and affordability of housing while affirming local decision-making with regards to land use.

As a result, Cal Cities staff will take immediate action to develop a menu of strategies to reform state laws impacting cities in the area of land use in collaboration with relevant Cal Cities policy committees and regional divisions.

Taxpayer Protection and Government Accountability Act

During the meeting, the Cal Cities Board of Directors also voted unanimously to oppose Attorney General Initiative 21-0026A1 — the deceptively named “Taxpayer Protection and Government Accountability Act.” The measure would significantly jeopardize cities’ ability to provide necessary services and critical infrastructure to residents. It would impose onerous and undemocratic restrictions on local governments and local voters that would reduce local

revenues by billions every year, decimating vital services like fire and emergency response, infrastructure, libraries, parks, sanitation, economic development, and virtually all local services.

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