City of Carpinteria
City Council Regular Meeting Agenda
Monday, May 8, 2023
Council Chamber, 5775 Carpinteria Avenue, Carpinteria, CA 93013

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

AMENDED AGENDA – REVISED ITEM NO. 9

Attendance/Viewing Options:

- Attend the in-person meeting in City Council Chambers at City Hall (5775 Carpinteria Ave.).
- View the meeting live through the City's website https://carpinteriaca.gov/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 both the overall and individual speaker time for any meeting or agenda matter. Typically, the Council's practice has been to limit each speaker to three minutes.
- 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@carpinteriaca.gov, **(PLEASE NOTE NEW PUBLIC COMMENT EMAIL ADDRESS)** or (2) the **eComment** link on the City's agenda website (https://carpinteriaca.gov/city-hall/agendas-meetings/). Please reference the agenda item to which your comment

pertains. While written comments become part of the record, they will not be read aloud at 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.

Also, please note that Spanish interpretation will be available at the in-person meeting and through the City's Zoom webinar.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

COUNCILMEMBER(S) REQUEST FOR REMOTE PARTICIPATION UNDER AB 2449: The City Council may consider Councilmember(s) request to participate in the meeting remotely under the regulations of AB 2449 by making the necessary findings and voting on whether the Councilmember(s) may participate remotely.

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.

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS:

1. Adoption of Resolution No. 6237, Recognizing and Commending Charles Lo Bue for His Long History of Support for the Arts in the Carpinteria Community.

2. Adoption of Resolution No. 6236, Recognizing and Commending Family Baptist Church on Its 70th Anniversary.

3. Proclamation Proclaiming May as Asian American & Pacific Islander Heritage Month in the City of Carpinteria.

4. Proclamation Designating May 2023 as Community Action Month and on the Occasion of Communify's 56th Anniversary.

5. Annual Member Agency Update Presentation from Central Coast Community Energy.

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

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.

a. Introduction of Stephon Downes, Management Analyst I in the Public Works Department; Teresa Ilasin, Management Analyst II in the General Government Department; and Aida Thau, Management Analyst II in the Parks, Recreation and Public Facilities Department
b. Planning Commission Actions
c. May 15th Special City Council meeting regarding Rincon Multi-Use Trail Project
d. May 20th City Council District No. 1 and 2 Neighbor to Neighbor Event
e. May 20th – 21st Chalk Up Carpinteria 2023 Special Event

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

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. The audio-visual system in the Council Chamber is not available for speaker use during the general Public Comment period.

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.

CONSENT CALENDAR: 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 please do so during the public comment period provided at the beginning of this item.

6. Approve the minutes of the regular meeting held April 24, 2023.

7. Receive and file the Expenditures for the period beginning April 17, 2023 and ending April 28, 2023.

8. Adopt Ordinance No. 765 (second reading), amending CMC Sections 8.20 and 12.24; and find that approval and adoption of Ordinance No. 765 is exempt from CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the CEQA Guidelines.

ADMINISTRATIVE MATTERS:

9. Selection of an Executive Search firm for the City Manager position and formation of an ad hoc committee of the City Council to work with the consultant.

   Recommendation: (1) Take one of the following actions concerning acquiring the services of an Executive Search firm: (a) Select a consultant from the remaining list, i.e. CPS or Raftelis; or (b) Form an ad hoc committee to review the remaining consultant proposals/conduct interviews, etc., and make a recommendation; or (c) Direct staff to solicit new consultant proposals; (2) Form an ad hoc committee of the City Council to work with the Executive Search firm consultant in drafting key recommendations for Council consideration.

   Staff Presenter: Dave Durflinger, City Manager

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

10. 2023 Annual Report on efforts to assist people experiencing homelessness in Carpinteria and address issues related to homelessness in the community.

    Recommendation: Receive the annual report concerning ongoing efforts to assist people experiencing homelessness and to address issues related to homelessness in the community.

    Staff Presenter: David Hernandez, Code Compliance Officer II

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

11. Approval of a budget appropriation for the City's portion of emergency repair costs of the Highway 101 Fire Incident Emergency Repair.

    Recommendation: Approve a not-to-exceed budget appropriation of $335,000 to the Capital Improvement Projects Fund from the General Reserve – Special Projects Fund and the associated transfer for the City's portion of emergency repair costs of the Highway 101 Fire Incident Emergency Repair. *(This motion requires a roll call vote.)*

    Staff Presenter: Licette Maldonado, Administrative Services Director

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

PUBLIC HEARING:

12. A report describing measures taken to alleviate need for Moratorium on Formula Businesses and approval and adoption of Ordinance No. 766, extending Ordinance No. 755, a temporary moratorium on the issuance of certificates of occupancy and/or business licenses or any other entitlement for the establishment of formula businesses within the City of Carpinteria, with the exception of Casitas Plaza and Shepard Place Shops, for one additional year.

    Recommendation: Approve and issue the Government Code 65858(d) Report describing the measures taken, to date, to alleviate the conditions that led to the adoption of the Moratorium; and approve and adopt Ordinance No. 766 (Attachment A), extending a temporary moratorium on the issuance of certificates of occupancy and/or business licenses or any other entitlement for the establishment of formula businesses within the City of Carpinteria, with the exception of Casitas Plaza and Shepard Place Shops, for one additional year or until the effective date of Ordinance No. 760, whichever occurs first. *(This motion requires, at a minimum, a 4/5th vote for approval by the legislative body to pass.)*

    Staff Presenter: Steve Goggia, Community Development Director

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

13. Adoption of Resolution No. 6234, initiating proposed amendments to the City's Local Coastal Program and Carpinteria Municipal Code Title 14: Zoning to address State law consistency and implement the 2023-2031 Housing Element.

    Recommendation: Adopt Resolution No. 6234 (Attachment A), initiating amendments to the Carpinteria Local Coastal Program, and Carpinteria Municipal Code Title 14: Zoning to address State law consistency and implement the 2023-2031 Housing Element.

    Staff Presenter: Steve Goggia, Community Development Director

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

14. Amendments to the Carpinteria Municipal Code to add or modify anti-displacement regulations protective of tenants and adoption of Resolution No. 6235, initiating

proposed amendment(s) to the City's Local Coastal Program and Carpinteria Municipal Code, as appropriate, for said regulations.

Recommendation: Adopt Resolution No. 6235 (Attachment A), initiating amendments to the City's Local Coastal Program and Carpinteria Municipal Code ("CMC"), as appropriate, for anti-displacement regulations; and articulate order of priorities for development of said regulations.

Staff Presenter: Steve Goggia, Community Development Director

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

CONSIDERATION OF ANY ITEMS REMOVED FROM CONSENT CALENDAR AND/OR OTHER AGENDA ITEMS REQUESTED TO BE ADVANCED

MATTERS CONTINUED FROM PREVIOUS MEETINGS: NONE

OTHER BUSINESS:

15. Initiation of an amended lease between the City of Carpinteria and Friends of the Carpinteria Community Library for its use and occupancy of the Seaside Building, 5103 Carpinteria Avenue.

    Recommendation: Direct Staff to open lease negotiations in response to the request received from the Friends of the Carpinteria Community Library.

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

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

16. Authorization for the City Manager to execute an Agreement with Encompass Consultant Group, Inc. to provide consulting design services for the 2023 Pavement Maintenance and Rehabilitation Project (includes the whole or segments of Aragon Drive, Arbol Verde Street, Calle Rey Mar, Carnation Place, Concha Loma Drive, Eleanor Drive, Holly Avenue, La Quinta Drive, Malibu Drive, Sawyer Avenue, Vallecito Court, Vallecito Place, Vallecito Road, and Verano Drive).

    Recommendation: Authorize the City Manager to execute an Agreement with Encompass Consultant Group, Inc. to provide consulting design services in an amount not-to-exceed $330,730 for the 2023 Pavement Maintenance and Rehabilitation Project. *(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

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. Appointees to Other Government Agencies

    a. Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) (Solórzano/Alt. Clark)
    b. California Joint Powers Insurance Authority (CJPIA) (Clark/Alt. Alarcon)
    c. Santa Barbara County Association of Governments (SBCAG)(Clark/Alt. Nomura)
    d. Santa Barbara County Air Pollution Control District (APCD)(Clark/Alt. Nomura)
    e. Central Coast Community Energy (3CE) (Nomura/Alt. Goleta)
    f. Santa Barbara Mosquito and Vector Management District (Joe Franken)
    g. Santa Barbara Metropolitan Transit District (Solórzano)

2. Regional Committees

    a. Channel Counties Division, League of California Cities (Nomura/Alt. Alarcon)
    b. Santa Barbara Joint Affordable Housing Task Group (Alarcon & Solórzano)
    c. Santa Barbara County Elected Leaders Forum to Address Homelessness (Clark/Alt. Alarcon)
    d. South Coast Youth Safety Partnership (Solórzano/Alt. Lee)
    e. Multijurisdictional Solid Waste Task Group (Lee/Alt. Alarcon)

3. Joint and Standing Committees

    a. City Council/Economic Vitality Committee (Alarcon & Lee)
    b. City Council/Public Safety Committee (Clark & Nomura)
    c. City Council/School Board Committee (Lee and Alarcon)
    d. City Council/Utilities Committee (Lee & Nomura)
    e. City Council/First District Supervisor Committee (Lee & Solórzano)
    f. City Council Finance/Budget Committee (Alarcon & 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) (PC: To Be Selected by Planning Commission) (ARB: To Be Selected by Architectural Review Board)
i. General Plan and Coastal Plan Update Committee (Joint Committee membership from City Council and Planning Commission) (Lee & Clark) (PC: To Be Selected by Planning Commission)
j. Public Facility Site Acquisition/Development Committee (Clark & Nomura)
k. City Council Boards, Commissions and Committees Interview Committee (Clark & Nomura/ Alt. Lee)

4. Ad Hoc Committees

a. COVID-19 Communications Committee (Nomura & Clark)
b. Harbor Seal Advisory Committee (Clark & Alarcon)
c. Senior Services Planning Committee (Lee & Solórzano)
d. Civic/Youth Engagement Committee (Lee & Nomura)
e. City Council Housing Element Committee (Clark & Nomura)

5. Appointed Representatives to Area Boards & Committees

a. Community Media Access Center (Gary Dobbins)
b. County Library Advisory Committee (Gail Marshall)

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

ADJOURNMENT

The next regular City Council meeting will be held May 22, 2023 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, located at 5775 Carpinteria Avenue, Carpinteria, CA 93013 or by going to the City's website at https://carpinteriaca.gov/city-hall/agendas-meetings/.

This agenda was posted on Wednesday, May 3, 2023, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

RESOLUTION NO. 6237
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA RECOGNIZING AND COMMENDING CHARLES LO BUE FOR HIS LONG HISTORY OF SUPPORT FOR THE ARTS IN THE CARPINTERIA COMMUNITY

WHEREAS, *Charles Lo Bue was born in Jersey City, New Jersey, graduating from Rutgers University, one of the oldest universities in the Country; and*

WHEREAS, *Mr. Lo Bue served in the Army Aircorp during World War II, now called the Airforce, and his employment later took him all over the world as the Director of International Human Resources; and*

WHEREAS, *Mr. Lo Bue was part of the group that helped create the Carpinteria Arts Center and served on the board for 10 years and for this volunteer work he received the Volunteer of the Year award from the Carpinteria Valley Chamber of Commerce; and*

WHEREAS, *Mr. Lo Bue also helped establish the Charles Lo Bue Scholarship for the Arts for high school seniors heading to college for 10 future years in the future; and*

WHEREAS, *Mr. Lo Bue made a generous donation to the Arts Center to remodel the new gallery and new facility was named in his honor as the Charles Lo Bue Gallery; and*

WHEREAS*, Mr. Lo Bue, at the age of 98, continues to contribute to the Arts Center, including his recent generous donation to help support improvements for the office cottage building behind the Charles Lo Bue Gallery, which will now be named the Charles Lo Bue Cottage; and*

WHEREAS, in addition to his contribution to the arts, *Mr. Lo Bue's extensive volunteer work has significantly benefitted the community and includes: five years with the senior meal program, 10 years with the Food Bank, and 20 years with the Catholic Charities; and*

WHEREAS, *for his important and lasting contributions, Mr. Lo Bue received the Lifetime Achievement Gold Medal Award from President Obama for volunteerism; and*

WHEREAS, *other local contributions have also been made over the years to support Carpinteria Beautiful - two benches on Linden Ave., Tomol Park development and the Save the Bluffs campaign #1 & 4; and*

NOW, THEREFORE, BE IT RESOLVED *as follows:*

SECTION 1. *The above recitals are true and correct.*

SECTION 2. *The City Council of the City of Carpinteria recognizes and commends Mr. Charles Lo Bue for his important and lasting support for the Arts in Carpinteria and as a valued community volunteer.*

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

SECTION 4. *This Resolution is effective upon its adoption.*

PASSED, APPROVED, AND ADOPTED *this 8th day of May, 2023.*

Al Clark, Mayor

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk

RESOLUTION NO. 6236

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA RECOGNIZING AND COMMENDING FAMILY BAPTIST CHURCH ON ITS 70TH ANNIVERSARY

WHEREAS, *after the purchase of a lot at 648 Maple Avenue and acquisition and relocation of the old Hale's house and barn to the site, the Family Baptist Church was organized and on June 3, 1953 its members voted to incorporate as a non-profit entity according to the laws of the State; and*

WHEREAS, *on September 9, 1953, the church voted to purchase two acres of the Wilson property at the corner of Foothill Road and Linden Avenue and on January 17, 1960, ground was broken to construct a new Church building with Easter services held just a few months later; and*

WHEREAS, *the Church bought one more acre from the Wilsons to build the Parsonage and the main church building that were completed in 1966; and*

WHEREAS, *the Church established the Carpinteria Christian School in 2005, using the church facilities; the school served as a kindergarten through eighth grade Christian school until 2011; and*

WHEREAS, *the Church currently meets the needs of church families and community through the Coastal Family Preschool; and*

WHEREAS, *recently the church name was changed from First Baptist Church of Carpinteria to Family Baptist; this change was chosen to reflect the surrounding community that is populated by many families with young children; and*

WHEREAS, *during its seventy years, the Church has been run by many faithful and devoted individuals who helped shape the Church and provide a variety of services to the Carpinteria Community.*

NOW, THEREFORE, BE IT RESOLVED *as follows:*

SECTION 1. *The above recitals are true and correct.*

SECTION 2. *The City Council of the City of Carpinteria recognizes and commends Family Baptist Church on its 70th Anniversary and honors its valuable contributions to the Carpinteria community.*

SECTION 3. *A copy of this Resolution shall be furnished by the City Clerk to representatives of Family Baptist Church as a token of the sincere gratitude and appreciation of the City of Carpinteria.*

SECTION 4. *This Resolution is effective upon its adoption.*

PASSED, APPROVED, AND ADOPTED *this 8th day of May, 2023.*

_____
Al Clark, Mayor

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA PROCLAIMING MAY AS ASIAN AMERICAN & PACIFIC ISLANDER HERITAGE MONTH IN THE CITY OF CARPINTERIA

WHEREAS, *Asian American and Pacific Islander Heritage Month is a time to recognize the significant contributions of Asian Americans and Pacific Islanders (AAPI) who serve as leaders in business, government, law, education, science, athletics, the arts, and many other fields and to bring awareness to the violence and hatred that this community has had to endure and continues to endure; and*

WHEREAS, *in 1978, a joint congressional resolution established Asian/Pacific American Heritage Week to celebrate two historical milestones in Asian/Pacific American history: the arrival of the first Japanese immigrants to the United States, which occurred on May 7, 1843, and the significant contributions of Chinese workers in the building of the transcontinental railroad that was completed on May 10, 1869; and*

WHEREAS, *generations of brave women and men made the dangerous voyage across the Pacific Ocean to seek better lives and opportunities for their families and children and in the process have contributed greatly to the economic prosperity and cultural legacy of communities throughout California and the United States; and*

WHEREAS, *according to the U.S. Census Bureau, the AAPI community is 6.2% of Santa Barbara County's population and Filipino Americans are the largest AAPI group in the County; and*

WHEREAS, *Carpinteria's history is intertwined with Asian American families, who contributed to the early growth and success of agriculture in the Carpinteria Valley, were some of the founders of the Carpinteria community and helped with the establishment and success of the City of Carpinteria; and*

WHEREAS, *the AAPI community has continuously faced discrimination during the COVID-19 pandemic and experienced a drastic increase in hate crimes, of which more than half have occurred within California.*

NOW, THEREFORE, *the City Council of the City of Carpinteria hereby declares the month of May as Asian American & Pacific Islander Heritage Month in the City of Carpinteria and calls on all residents of the City to join in and bring awareness of the issues affecting the AAPI community and celebrate the many contributions of AAPI community members.*

IN WITNESS THEREOF*, the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California, to be affixed this 8th day of May, 2023.*

Al Clark, Mayor
City of Carpinteria

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

A PROCLAMATION OF THE CARPINTERIA CITY COUNCIL DESIGNATING MAY 2023 AS COMMUNITY ACTION MONTH AND ON THE OCCASION OF COMMUNIFY'S 56TH ANNIVERSARY

***WHEREAS, CommUnify**, is part of the nationwide **Community Action Network** which has made important contributions to individuals and families across the United States by creating economic opportunities and strengthening communities; and*

***WHEREAS, CommUnify** was incorporated in May 1967 as a private nonprofit organization devoted to creating opportunities for families to achieve economic stability as an essential aspect of enabling and enhancing a stronger and more resilient Santa Barbara County; and*

***WHEREAS**, since its inception, **CommUnify** has continued to provide vital services for the most vulnerable members of our community, expand its programs, and add locations throughout Santa Barbara County to make assistance available to all of our neighbors who might need it; and*

***WHEREAS**, **CommUnify** serves thousands of low-income residents of all ages, offers prenatal services for pregnant women; high-quality childcare and preschool programs for children through age 5 and medical, dental, and mental health screenings; parenting education workshops; mentoring and tutoring programs for teens; job-training programs; home energy programs to reduce utility expenses; weatherization services; and programs to keep our seniors safe in their homes; and*

***WHEREAS**, **CommUnify** has improved countless lives and continues to work toward ending poverty in Carpinteria and the rest of Santa Barbara County.*

***NOW, THEREFORE,** the City Council of the City of Carpinteria hereby declares the month of May 2023 as Community Action Month and congratulates **CommUnify** on its milestone 56th anniversary, and thanks its directors, board, staff, and volunteers for their much-appreciated contributions to the Santa Barbara community.*

***IN WITNESS THEREOF**, the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California, to be affixed this 8th day of May, 2023.*

Al Clark, Mayor
City of Carpinteria

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

Central Coast Community Energy

Presentation to City of Carpinteria
05.08.2023

Judi Young
Senior Customer Accounts Manager

Community Choice Aggregation

CCA

Purchases electricity on behalf of local communities; develops programs, rebates, and incentives

Investor-Owned Utility

Delivers electricity, maintains infrastructure, and handles billing

Customers

Benefits from local control, competitive rates, and clean energy as well as CCA programs, rebates, and incentives

Our Formation

2017

MBCP founded by Counties of Monterey, San Benito, Santa Cruz

2020

Service expands to Cities in San Luis Obispo County

2021

CCCE service expands to County of Santa Barbara

34

Member Agencies in **five** counties

400,000+

Customers

$1 billion

Investment in renewable energy
$26 million in customer programs

94%

Enrollment in communities

5000 GWh

Electricity delivered in 2022

45,049

Customers in unicorporated Santa Barbara County and Buellton enrolled in 2021/2022

Our Commitment

01 **Local Control**

02 **Competitive Rates**

03 **Clean and Renewable Power**

04 **Community Reinvestiment**

01 Local Control

Our Governance

County of Monterey	City of Watsonville	City of Salinas	County of San Benito	County of Santa Cruz	City of Santa Cruz	County of Santa Barbara	City of Santa Maria
COASTAL CITIES		PENINSULA CITIES	SALINAS CITIES	SAN BENITO CITIES		SANTA CRUZ CITIES	
Marina Sand City, Seaside **Del Rey Oaks***		**Carmel*** Monterey **Pacific Grove***	Greenfield **Gonzales*** Soledad	**Hollister*** San Juan Bautista		**Capitola*** Scotts Valley	
SLO CITIES		SLO NORTH CITIES	SLO SOUTH CITIES	SB COUNTY CITIES		SB COUNTY CITIES	
San Luis Obispo* Morro Bay		**Paso Robles*** Atascadero	Arroyo Grande Grover Beach **Pismo Beach***	Guadalupe **Solvang*** Buellton		Goleta **Carpinteria***	

02 Competitive Rates

Average Residential Savings

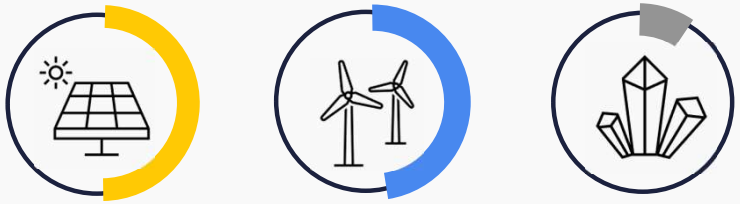
$2% + 7% GHG

Our SCE customers saved almost $800,000 in 2022 and avoided 8,013 metric tons of GHG emissions

03 Clean & Renewable Power

Procurement Targets

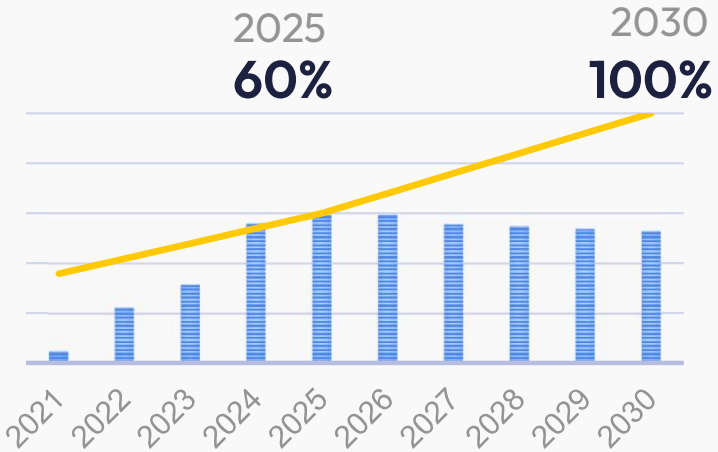
2030 Planned Resource Mix



47%
Solar

43%
Wind

10%
Geothermal



Procurement Mix

Solar + Storage

575 MW generation
183 MW storage
150 MW solar only

Standalone Storage

102 MW

Geothermal

98 MW

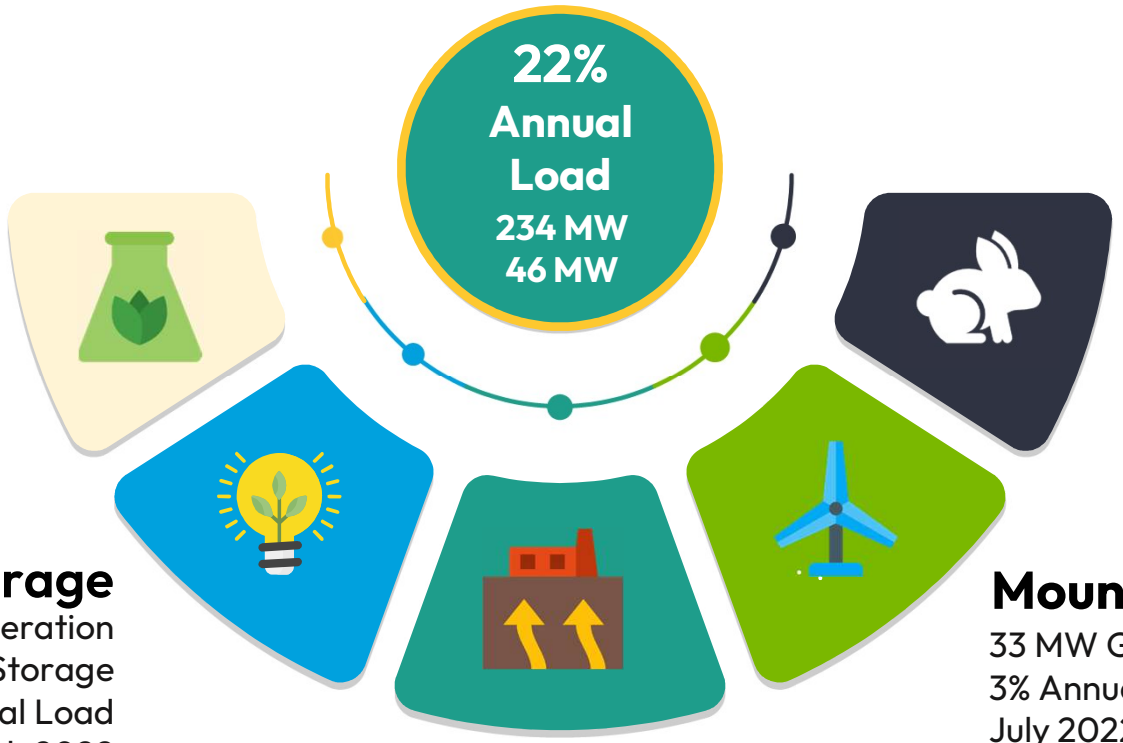
Wind

33 MW

Executed contracts for 19 renewable energy projects

9	5	4	1

Projects Online in 2022



Coso Geothermal
66 MW Generation
11% Annual Load
January 2022

Rabbitbrush Solar + Storage
60 MW Generation
12 MW Storage
3% Annual Load
October 2022

Slate Solar + Storage
68 MW Generation
34 MW Battery Storage
4% Annual Load
March 2022

Mountain View Wind
33 MW Generation
3% Annual Load
July 2022

Mammoth Casa Diablo IV
7 MW Generation
1% Annual Load
July 2022

Why electrify?

Reduce GHG Emissions

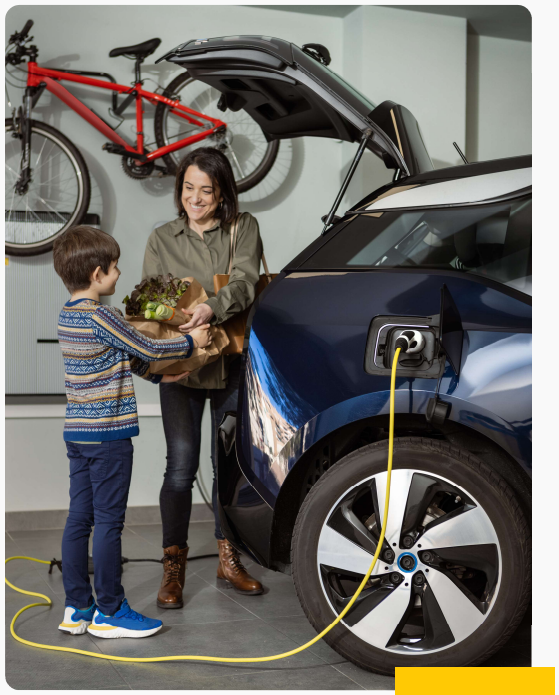
Transportation accounts for 41% of CA emissions. Gas appliances account for 12%.

Better Health Outcomes

Gas appliances impact indoor air quality and public health. Diesel exhaust is linked to multiple serious conditions.

Make an Impact

Every CCCE customer is on a pathway to carbon-free energy by 2030. Switching from gas to electric vehicles and appliances helps our region finish the job.



04 Community Reinvestment

FY 21/22: Community Reinvestment

Electric School Bus

$1.4M awarded to schools

Est. **148 mT CO2 emissions** avoided each year

Electrify Your Ride

$2.4M awarded to customers

Est. **2,500 mT CO2 emissions** avoided each year

New Construction Electrification

$600K+ awarded to affordable housing

Est. **170 mT CO2 emissions** avoided each year

Residential Programs

Service	Description	Price
Electrify Your Ride	Plug-In, Battery, Motorcycles, Leased, Used, Chargers and Readiness	$1,000-$4,000
Electrify Your Home	HVAC, Heat Pump Water Heater, Panel Replacement	$450-$4,000
New Construction Electrification	Fully electric Accessory Dwelling Units	$5,000

Member Agencies

Electrify Your Fleet

$5,000 - $100,000 per unit

Charge Your Fleet

Up to $100,000; additional funds to Plan Your Fleet

Reach Code Program

$100,000 budgeted for third-party implementation

Businesses

Ag Equipment

$15,000 - $100,000, designed to cover between 70% - 100% of project

New Construction Electrification

$2,500 per affordable or farm worker housing unit

Electrify Your Ride

Up to $150,000 for DCFC Level 3 Chargers

Underserved Communities

Workforce Development

Broadband initiative, support for contractors

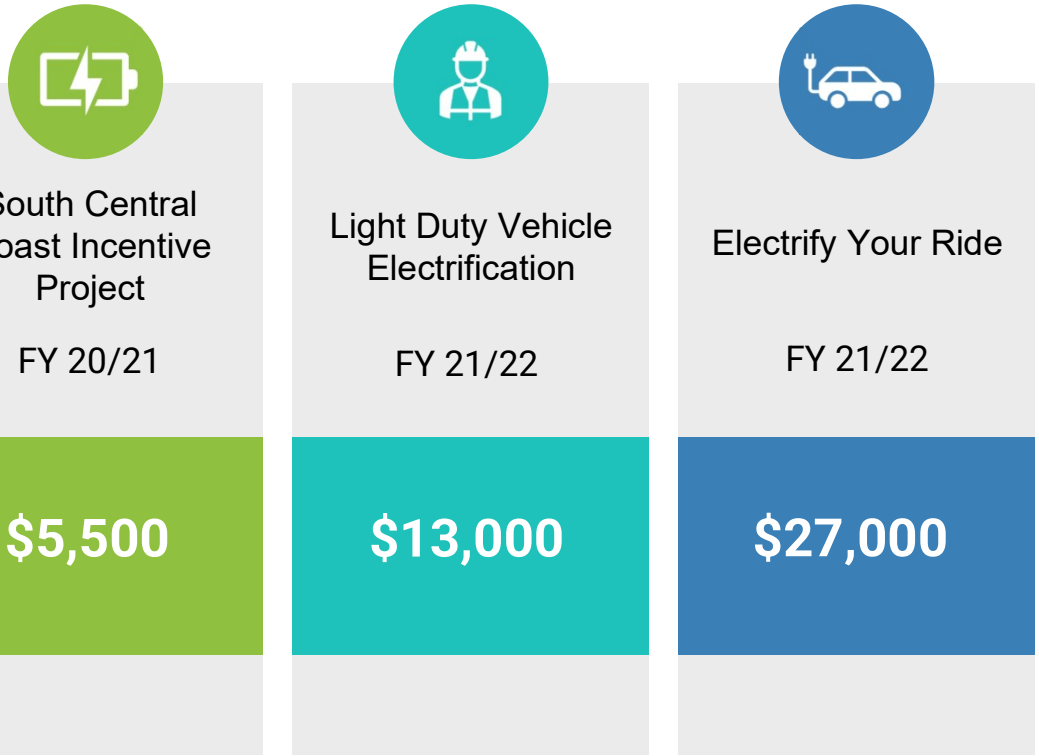
Farmworker Housing+Transportation

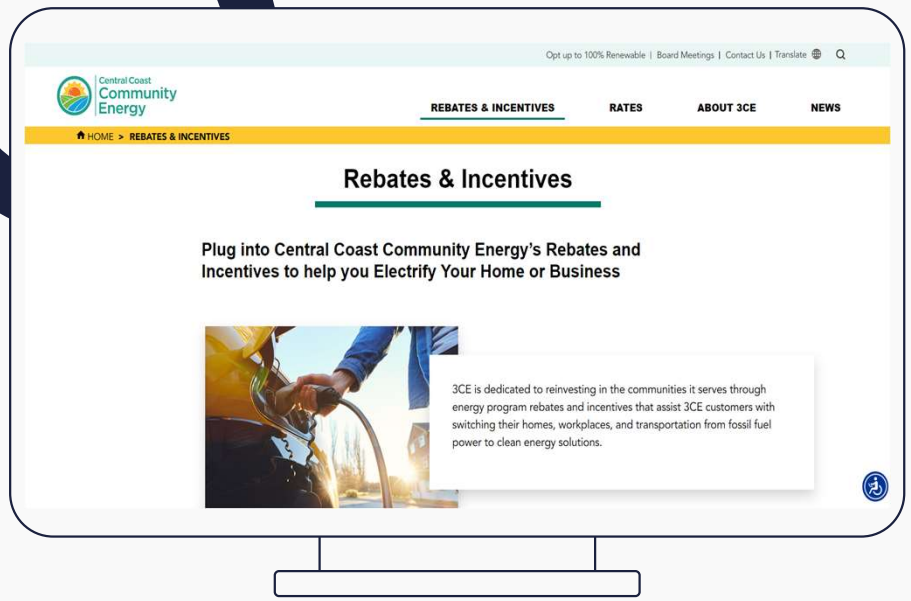
Additional Incentives

Income-qualified customers eligible for extra $1,000 EYR + EYH rebates

3CE Energy Programs in City of Carpinteria

Total Investment: $45,500



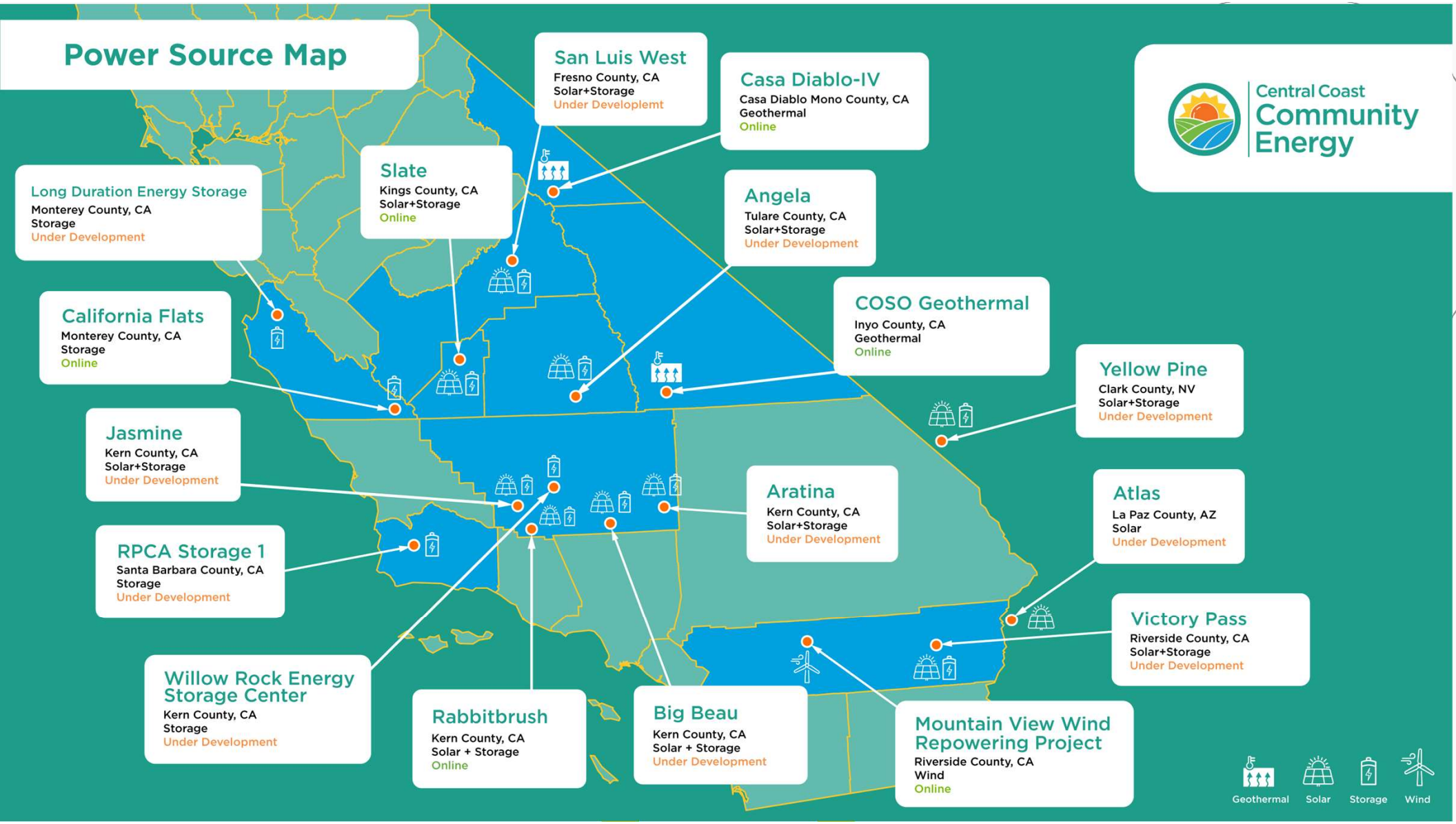


3cenergy.org

Thanks

Do you have any questions?

3CE.org
info@3CE.org


Power Source Map
Central Coast Community Energy
San Luis West
Fresno County, CA
Solar+Storage
Under Developlemt
Casa Diablo-IV
Casa Diablo Mono County, CA
Geothermal
Online
Slate
Kings County, CA
Solar+Storage
Online
Angela
Tulare County, CA
Solar+Storage
Under Development
Long Duration Energy Storage
Monterey County, CA
Storage
Under Development
COSO Geothermal
Inyo County, CA
Geothermal
Online
California Flats
Monterey County, CA
Storage
Online
Yellow Pine
Clark County, NV
Solar+Storage
Under Development
Jasmine
Kern County, CA
Solar+Storage
Under Development
Aratina
Kern County, CA
Solar+Storage
Under Development
Atlas
La Paz County, AZ
Solar
Under Development
RPCA Storage 1
Santa Barbara County, CA
Storage
Under Development
Victory Pass
Riverside County, CA
Solar+Storage
Under Development
Willow Rock Energy Storage Center
Kern County, CA
Storage
Under Development
Rabbitbrush
Kern County, CA
Solar + Storage
Online
Big Beau
Kern County, CA
Solar + Storage
Under Development
Mountain View Wind Repowering Project
Riverside County, CA
Wind
Online
Geothermal
Solar
Storage
Wind

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

REGULAR MEETING AGENDA
MONDAY, MAY 8, 2023
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 the Carpinteria Library Board of Trustees.

4. Approval of minutes of the regular meeting held April 10, 2023.

5. May 2023 Community Library Update.

6. New Business & Discussion.

7. Adjournment.

The Carpinteria Library Board of Trustees agenda and any associated staff reports will be available on Thursday, May 4, 2023 on the City's Website: https://carpinteriaca.gov/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 May 8, 2023. 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://carpinteriaca.gov/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, City Clerk at brianb@carpinteriaca.gov or (805) 755-4403. Notification two business days prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting. This agenda was posted on Wednesday, May 3, 2023, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

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

REGULAR MEETING MINUTES
MONDAY, APRIL 10, 2023

---

1. Call to order and roll call.

President Clark called the meeting to order at 5:41 pm.

Boardmembers present:	Boardmember Roy Lee Boardmember Wade T. Nomura Boardmember Mónica J. Solórzano Vice President Natalia Alarcon President Al Clark
Staff members present:	Dave Durflinger, Chief Executive Officer Brian C. Barrett, Secretary Jody Thomas, City Librarian

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

Secretary 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 the regular meeting held March 13, 2023.

Motion by Boardmember Lee, seconded by Boardmember Nomura, to approve the minutes of the regular meeting held March 13, 2023. The roll call vote was as follows:

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

The motion carried unanimously.

5. April 2023 Community Library Update.

City Librarian Thomas presented the staff report.

There was no public comment.

The report was received and field.

6. New Business & Discussion.

There was no new business nor discussion.

7. Adjournment.

President Clark adjourned the meeting at 5:47 p.m.

_____
Brian C. Barrett, CMC, CPMC, Secretary

City of Carpinteria

LIBRARY BOARD OF TRUSTEES AGENDA STAFF REPORT
May 8, 2023

ITEM FOR LIBRARY BOARD OF TRUSTEES CONSIDERATION

May 2023 Community Library Update.

STAFF RECOMMENDATION

Receive and file the report.

Sample Motion: I move to receive and file the Community Library report.

BACKGROUND

The Carpinteria Community Library, established by Ordinance 747 June 14, 2021, and added to the Municipal Code, Chapter 2.38, also established a Library Board of Trustees (section 2.38.030) to meet at least once a month. (Attachment B)

DISCUSSION

We have hired our fourth part time Library Tech, who started May 1. The Library is now fully staffed. He is fluent in Spanish, will begin his Master's program in Library Science in the Fall, and has previous library experience. With Holden on board, 50% of the Library staff is fluent in Spanish.

In April, we had 39 program sessions, and five Outreach events, reaching more than 600 individuals.

Our Outreach Librarian has begun teaching the Spanish language computer literacy course, again and is using the new laptops paid for by the Friends of the Carpinteria Library. They are lightning fast and fun to use.

Our 12 Adult Literacy tutors have a full roster of learners (15) and it is a beautiful thing to see the library filled with learners and tutors working together. There are always many smiles and much laughter, lots of hard work and progress being made. We are making plans for our next Tutor training, which is planned for June. We are

learning about the need and desire for literacy tutors for children and we are in the discovery phase of how many students need and want tutors.

The City Librarian and the Middle School Librarian have discussed ideas about summer outreach for students. We have a number of teachers from both Canalino and Aliso Schools bringing in their classes of first through third grade students to the Library in order to become familiar with the library and staff, get a library card, and be encouraged to participate in the summer reading program.

The City Librarian was the Black Gold representative on the planning committee for the state-wide public library directors' forum, which took place in April via Zoom over three days. Library directors from all over California came together to discuss book challenges and censorship, strategic planning, and an equity assessment of State Library offerings to public libraries.

The City Librarian was part of the three day train the trainer course on racial equity. Working with City colleagues from every department, the course was valuable regarding many aspects of conducting business as the City and in the Community Library.

Our circulation numbers more than doubled from April 2022.

In the library, on week day afternoons, many high school seniors can be found putting in their community service hours that are required to graduate. They are shelving books, relabeling DVDs, cleaning books, and organizing the shelves. What will we do without them when their community service hours have been completed?

Library Advisory Commission meets monthly on the second Thursday of each month.

Monthly statistics are included in this report (Attachment A).

POLICY CONSISTENCY

The Library programs and resources are consistent with the 2022 Annual Work Plan and the actions of the City Council concerning the establishment of a municipal library.

FINANCIAL CONSIDERATIONS

There are no financial considerations at this time.

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. Receive and file.
2. Direct staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

No principal parties expected to attend.

ATTACHMENTS

Attachment A – April 2023 Statistics
Attachment B – Ordinance 747

Staff contact: Jody Thomas, City Librarian
(805) 684-4314, jodyt@carpinteriaca.gov

Staff contact: Matt Roberts, Director of Parks, Recreation, and Public Facilities
(805) 755-4449, mattr@carpinteriaca.gov

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@carpinteriaca.gov

Jody Thomas by MJR
Signature

Matthew Roberts
Signature

for D. Durflinger
Signature

ATTACHMENT A

Carpinteria Community Library April 2023 Stats

25 Days Open

4,421 Library Visitors

93 New library cards issued (New Patrons)

162 Library items added to the collection

Library Programs

- 16 Programs (5 bilingual Spanish)
    - 39 program sessions
- 5 Outreach events (2 bilingual Spanish)
- 569 attendees

Public Computers Usage

- 3 desktop computers
- 233 sessions
    - 5.28 hours per day (Avg)
    - 158.37 hours total

Public WiFi Usage

- 1460 sessions
- 577 unique visitors
- 1348 total visits

Library Volunteers

- 83.75 hours
    - 5 Adults
    - 6 teens

Literacy Volunteers

- 12 volunteers averaging 1 -2 hours per learner per week
- 15 learners paired with tutors

ATTACHMENT B

ORDINANCE NO. 747

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, 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

WHEREAS, Carpinteria Municipal Code ("CMC") Chapter 2.20 establishes Departments and divisions of the City for carrying out programs under the direction and supervision of the City Manager; and,

WHEREAS, the City Manager is recommending changes to certain titles, divisions, and programs in order to support the effective and efficient delivery of necessary and desired programs to the Carpinteria community via the City organization; and,

WHEREAS, the City Council has initiated a process to establish a Municipal Library consistent with provisions of the Education Code Sections 18910 et seq., which requires that, among other things, a Library Board of Trustees be established; and,

WHEREAS, the City Council has considered the recommendations of the City Manager at a duly noticed public meeting.

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

SECTION 1. INCORPORATION OF RECITALS

The above recitals are true and correct and are incorporated herein, and are each relied upon independently by the City Council for its adoption of this Ordinance.

SECTION 2. CMC Section 2.20.080, Parks, recreation and public facilities, is amended to read as follows (additions shown in underline):

2.20.080 Parks, recreation and public facilities.

Divisions: Parks & public facilities.

Programs: Department administration;
Parks and facilities improvement and maintenance.

Recreation.

Programs: Community pool services;

	Ocean beach services; special events;
Municipal Library Programs:	Collections; learning; community programs & events.

SECTION 3. ADDITION OF CHAPTER 2.38 TO THE CMC.

Chapter 2.38, entitled, "Municipal Library," is hereby added to Title 2, "Administration and Personnel" of the CMC to read as follows:

"Chapter 2.38
Municipal Library

Sections:

2.38.010	Municipal library established
2.38.020	Governance and operation of library
2.38.030	Library board of trustees created
2.38.040	Meetings

2.38.010 – Municipal library established.
A public municipal library is hereby established to be maintained in all respects in accordance with the provisions of Education Code sections 18900 et seq., as it may be amended.

2.38.020 - Governance and operation of library.
The Carpinteria public library will be governed and operated in accordance with the Municipal Public Library Act (Educ. Code §§ 18900 *et seq.*), and such additional rules and regulations as may be adopted by the City Council.

2.38.030 – Library board of trustees created.
The library board of trustees shall consist of five members appointed by the Mayor with the consent of the City Council, and unless appointed otherwise, shall be the same members as the current membership of the City Council. Except as provided below, each trustee will hold office for a term of three years. If a city council member also sits on the board, the term of office for that trustee will automatically expire upon the expiration or termination of their term of office as a city council member. Vacancies on the board will be filled by appointment for the unexpired term in the same manner as the original appointments are made.

2.38.040 - Meetings.
The library board of trustees shall meet at least once a month at such time and place as the board may fix by resolution. Meetings of the board are governed by the Ralph M. Brown Act (commencing with Government Code section 54950). A majority of the board

will constitute a quorum for the transaction of business. The board must cause a proper record of its proceedings to be kept.

2.38.050 - Annual report.
The board must, on or before August 31st, of each year, cause a report to be prepared on the condition of the library for the fiscal year ending the June 30. The reports must, in addition to other matters deemed expedient by the board, contain such statistical and other information as is deemed desirable by the state librarian. The board must provide a copy of the annual report to the state librarian.

SECTION 4: EFFECTIVE DATE

This Ordinance shall take effect and be in force and effect thirty (30) days from and after its passage; and before the expiration of fifteen (15) days of its passage shall be published once with the names of the members of the City Council voting for and against the same in the Coastal View, a newspaper of general circulation, published in the City of Carpinteria, County of Santa Barbara adoption pursuant to California Government Code section 36937.

SECTION 5: 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 6: CEQA EXEMPTION

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines §15060(c)(3) (this activity is not a "project" as defined in §15378).

SECTION 7. CERTIFICATION

The City Clerk shall certify to the passage and adoption of this Ordinance.

PASSED, APPROVED AND ADOPTED on June 14, 2021, by the following vote:

AYES: COUNCILMEMBER(S): ALARCON, CARTY, LEE, CLARK, NOMURA.

NOES: COUNCILMEMBER(S): NONE

ABSENT: COUNCILMEMBER(S): NONE

ABSTAIN: COUNCILMEMBER(S): NONE

Mayor, City of Carpinteria

ATTEST:

Interim City Clerk, City of Carpinteria

I hereby certify that the foregoing ordinance was adopted after second reading at a regular meeting of the City Council of the City of Carpinteria held on June 14, 2021.

Interim City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

MEMORANDUM

Date: **May 2, 2023**

To: **City Council**

From: **Steve Goggia, Community Development Director**

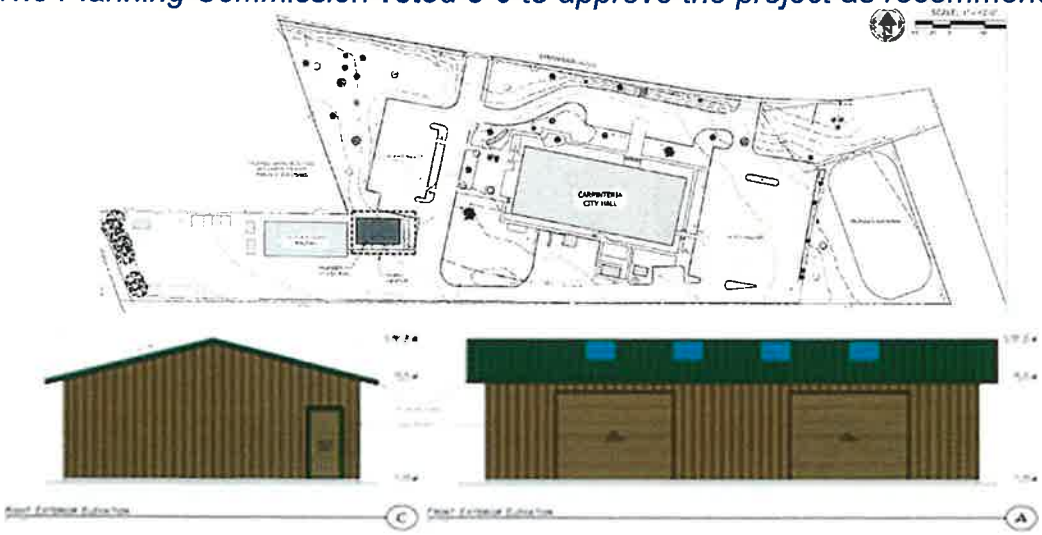
Subject: **May 1, 2023 Planning Commission Action**

On Monday May 1st the Planning Commission considered the following hearing request with all Planning Commissioners in attendance:

1) City Hall Storage Building
Project # 22-2194-DP/CDP
Address: 5775 Carpinteria Avenue
Applicant: Matt Roberts, Director of Parks, Recreation, and Public Facilities
Planner: Syndi Souter

Hearing on the request of Matt Roberts, Director of Parks, Recreation, and Public Facilities, agent for the City of Carpinteria, to consider project 22-2194-DP/CDP (application filed October 12, 2022) for approval of a Development Plan and a Coastal Development Permit to construct a new 1,500 square-foot storage building with a maximum height of 15-feet on the City Hall campus under the provisions of Carpinteria Municipal Code (CMC) §14.34 – Community Facility District and §14.68 – Development Plan; and to approve an Exemption pursuant to §15303 and §15332 of the California Environmental Quality Act (CEQA) Guidelines. The application involves APN 001-170-018, addressed as 5775 Carpinteria Avenue

The Planning Commission voted 5-0 to approve the project as recommended.



City of Carpinteria
City Council Minutes
Regular Meeting
Monday, April 24, 2023

Council Chamber, 5775 Carpinteria Avenue, Carpinteria, CA 93013

Teleconference Location: Sheraton Grand Sacramento Hotel Lobby, 1230 J Street, Sacramento, CA 95814

In-Person and Virtual

CALL TO ORDER

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

City Clerk Barrett noted for the record that the meeting would be conducted pursuant to California Government Code Section 54953, in that Vice Mayor Alarcon would be participating in the meeting via teleconference (Zoom) and in accordance with the Brown Act, the teleconference location has been identified in the notice and agenda for this meeting.

ROLL CALL

Councilmembers present:	Councilmember Roy Lee Councilmember Wade T. Nomura Councilmember Mónica J. Solórzano Vice Mayor Natalia Alarcon (present via Zoom) Mayor Al Clark
Staff members present:	Dave Durflinger, City Manager Mack Carlson, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria Brian C. Barrett, City Clerk Michael Ramirez, Assistant City Manager David Hernandez, Code Compliance Officer II Steve Goggia, Community Development Director John L. Ilasin, Public Works Director Sydne Rennie, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria Erin Maker, Environmental Program Manager Marysol Smith, Associate Planner Program Mgr. Olivia Uribe Mutal (present via Zoom)

Vice Mayor Alarcon verified she could hear the proceedings well, she had a copy of the agenda for this meeting, the agenda was posted at the location where she is, her location is reasonably accessible to the public to allow a member of the public to participate in the teleconference from her location, and there was no member of the public present at her location who wished to participate in the meeting.

All Councilmembers present in the Council Chamber could clearly hear Vice Mayor Alarcon.

PLEDGE OF ALLEGIANCE

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

COUNCILMEMBER(S) REQUEST FOR REMOTE PARTICIPATION UNDER AB 2449:

There were no Councilmember requests for remote participation under AB 2449.

AGENDA MODIFICATIONS:

Mayor Clark noted that Item No. 12 had been moved from the Public Hearing section to the first item under the Other Business section of the agenda.

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

Assistant City Manager Ramirez provided an update on the Ad Hoc Senior Services Planning Committee.

Legal Counsel Carlson reported that at its last meeting on April 10th the Council approved Ordinance No. 764 which would amend the Municipal Code to prohibit fuel gas infrastructure in new construction. He noted that the second reading and adoption of the Ordinance was scheduled for April 24th; however, on April 17th the Ninth Circuit Court of Appeals issued a decision in the ruling of *California Restaurant Association vs. City of Berkely*, related to the City of Berkely's prohibition on new natural gas connections in construction as being preempted by the Federal Energy Policy and Conservation Act of 1975. He stated in light of this decision and to let the court process unfold, staff recommends deferral of the second reading of this ordinance until the reach code working group can coordinate on whether revisions to the City's, County's, and City of Goleta's

potential proposed ordinances are required in response to this decision or alternative language that could be proposed, or whether they can move forward with the ordinance as approved. He expected the ordinance to be back before the City Council before October 2023 when the ordinance is slated to take effect.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

Speakers in-person: Deborah Pentland, Scott Barash, and Roberta Lehtinen

Emails distributed: Mike Modugno

City Manager Durflinger responded to Ms. Pentland's and Mr. Barash's comments and explained that the Council approved modifications to the administrative procedures for implementing home stays which clarified the requirements to ensure compliance with the intent of the ordinance that homestays be occupied by residents of the home. He mentioned that he had met with the speakers and will respond by email to them to assist them in making a request to the Council, the Council can see their proposal and determine if an agenda matter is appropriate and if and how the Council would like to proceed.

There was consensus amongst the Council to wait for City Manager Durflinger's response to Ms. Pentland and Mr. Barash's request and determine at that time if an agenda matter is appropriate and if and how the Council would like to proceed.

CONSENT CALENDAR:

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to approve the Consent Calendar Item Nos. 1 through 5. The roll call vote was as follows:

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

The motion carried unanimously.

1. Approve the minutes of the regular meeting held April 10, 2023.

2. Receive and file the Expenditures for the period beginning April 1, 2023 and ending April 14, 2023.

3. Receive and file the Monthly City Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds for the Month of March 2023.

4. Receive and file the Quarterly Review of the Pension Stabilization Trust.

5. Accept the in-kind and cash donations made to the City.

ADMINISTRATIVE MATTERS:

The Council heard Item No. 7 before Item No. 6.

7. Chalk Up Carpinteria 2023 Special Event.

   Recommendation: (1) Approve Special Event Permit Application for the Chalk Up Carpinteria 2023 and (2) Approve an appropriation of $2,000 from the Parking Business Improvement Area fund, account no. 210-162-5601, and authorizing expenditure of $8,000 from the Community Services Support program, account no. 104-162-5601.

Public Works Director Ilasin presented the staff report and PowerPoint presentation in conjunction with Greg Perea with Muralism and Kristina Calkins, Executive Director of the Lynda Fairly Carpinteria Arts Center.

Speakers via Zoom: Lorraine McIntire

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to (1) approve Special Event Permit Application for the Chalk Up Carpinteria 2023 and (2) approve an appropriation of $2,000 from the Parking Business Improvement Area fund, account no. 210-162-5601, and authorizing expenditure of $8,000 from the Community Services Support program, account no. 104-162-5601. The roll call vote was as follows:

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

The motion carried unanimously.

6. Code Compliance Quarterly Report Q1, 2023.

   Recommendation: Receive and file quarterly report.

Code Compliance Officer II Hernandez presented the staff report and PowerPoint presentation.

Speakers in-person: Roberta Lehtinen

Motion by Councilmember Lee, seconded by Councilmember Nomura, to receive and file the Code Compliance Quarterly Report. The roll call vote was as follows:

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

The motion carried unanimously.

8. Report on Street Lighting District No. 1 for Fiscal Year 2023-2024.

Recommendation: Adopt Resolution Nos. 6226 and 6227, acting to accept and file the mandatory Annual Report and set the matter for the continuation of Street Lighting District No. 1 for Fiscal Year 2023-24 for public hearing at the regular City Council meeting of May 22, 2023.

Public Works Director Ilasin presented the staff report.

Councilmember Nomura and Mayor Clark requested staff contemplate a capital project to light up dark crosswalks in the City to make pedestrians more visible to drivers.

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to adopt Resolution Nos. 6226 and 6227, as read by title only, acting to accept and file the mandatory Annual Report and set the matter of the continuation of Street Lighting District No. 1 for Fiscal Year 2023-24 for public hearing at the regular City Council meeting of May 22, 2023. The roll call vote was as follows:

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

The motion carried unanimously.

9. Report on Lighting, Landscaping and Right-of-Way Improvement District No. 3 for Fiscal Year 2023-24.

   Recommendation: Adopt Resolution Nos. 6228 and 6229, acting to accept and file the mandatory Annual Report of the City Engineer and set the matter of the continuation of Lighting, Landscaping and Right of Way Improvement District No. 3 for Fiscal Year 2023-24 for public hearing at the regular City Council Meeting of May 22, 2023.

Public Works Director Ilasin presented the staff report.

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to adopt Resolution Nos. 6228 and 6229, as read by title only, acting to accept and file the mandatory Annual Report of the City Engineer and set the matter of the continuation of Lighting, Landscaping and Right of Way Improvement District No. 3 for Fiscal Year 2023-24 for public hearing at the regular City Council Meeting of May 22, 2023. The roll call vote was as follows:

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

The motion carried unanimously.

Motion by Councilmember Nomura, seconded by Councilmember Solórzano, to have the Finance Committee review and recommend methods to potentially increase the revenue for right-of-way expenditures.

Councilmember Nomura modified the motion to have the Finance Committee review and recommend methods to potentially increase the revenue for right-of-way expenditures, have staff seek potential competitive bids for work in the right-of-way to see if the City is in the realm of commercial landscape maintenance, and isolate a few of the larger planters and allow groups such as non-profits to adopt a planter(s) to reduce the maintenance workload for the City. Councilmember Lee seconded the modified motion. The roll call vote was as follows:

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

The motion carried unanimously.

10. Report on Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2023-24.

    Recommendation: Adopt Resolution Nos. 6230 and 6231, acting to accept the mandatory Annual Report and Budget and to set the matter of the continuation of Parking and Business Improvement Area District No. 4 for Fiscal Year 2023-24 for public hearing at the regular City Council meeting of May 22, 2023.

Public Works Director Ilasin presented the staff report.

There was no public comment.

City Clerk Barrett announced that the internet was temporarily out and Zoom was in the process of reconnecting remote participants, including Vice Mayor Alarcon. He requested the Council standby until the connection resumed. The Zoom connection resumed and remote participants including Vice Mayor Alarcon returned to the meeting and the meeting continued.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to adopt Resolution Nos. 6230 and 6231, as read by title only, thereby acting to accept the mandatory Annual Report and Budget; and to set the matter of the continuation of Parking and Business Improvement Area District No. 4 for fiscal year 2023-24 for public hearing at the regular City Council meeting of May 22, 2023. The roll call vote was as follows:

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

The motion carried unanimously.

The Council next heard Item Nos. 13 and 14 before No. 11.

13. Authorization concerning an easement and accompanying agreements for the Carpinteria Valley Water District El Carro Park Groundwater Monitoring Wells Project.

    Recommendation: Authorize the City Manager to execute the Easement Deed, Easement Agreement, and License Agreement on behalf of the City of Carpinteria as property owner for the El Carro Park Groundwater Monitoring Wells Project. *(This motion requires a roll call vote.)*

Public Works Director Ilasin and Carpinteria Valley Water District General Manager Robert McDonald presented the staff report and PowerPoint presentation.

Public Works Director Ilasin presented a memo explaining a correction to the Easement Deed presented in the staff report.

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to authorize the City Manager to execute the Easement Deed, Easement Agreement, and License Agreement on behalf of the City of Carpinteria as property owner for the El Carro Park Groundwater Monitoring Wells Project. The roll call vote was as follows:

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

The motion carried unanimously.

14. Amendments to the Downtown "T" Encroachment Guidelines, authorizing a parklet as an allowed encroachment of the City of Carpinteria public right-of-way in the Downtown "T" Business District, and disposition of the outdoor space permit program for private property.

    Recommendation: (1) Adopt Resolution No. 6174, approving the amended Downtown "T" Encroachment Guidelines, (2) Direct staff in the selection of a cost recovery rate towards purchase of prefabricated modular parklets, (3) Direct staff with respect to the development of an outdoor space permit program for private property, and (4) Initiate process to extend the Temporary COVID-19 Outdoor Business Permit Program.

Public Works Director Ilasin and Consulting Traffic Engineer Tom Mericle with TKM Engineering presented the staff report and PowerPoint presentation.

Speakers in-person: Cliff Gordon, Steven Jarmi, Warner Ebbink, and Richard Mancilla

Motion by Councilmember Nomura, seconded by Councilmember Lee, to

- Extend the temporary program time to the end of this calendar year (December 2023).
- Include a review process for the private sector outdoor space permits.
- Cost recovery of 0% - City covers all costs.

- City would be the owner of parklets and lease to the businesses.
- Power could be supplied via overhead to the parklets.
- Roof element should be looked at to include something that appears clear, even though it may be a solid roof type, include trellises and things like that.
- Not grandfather in the existing parklets and at the end of the calendar year take a look at those to decide if the Council will go with a City-approved design; existing parklets would be able to stay in place until the Council makes an effective date which would be the end of this calendar year.

City Manager Durflinger requested clarification on the lease rate. Councilmember Nomura said he did not mention a lease rate though it would include overhead and any expenses the City would incur. City Manager Durflinger specified that staff has not done much work on the lease rate because that was not a recommendation of the Finance Committee. He stated that staff could come back with scenarios of payback under a lease program, such as two years, five years, or ten years which would establish a lease rate and the cost recovery on an upfront purchase cost of say $16,000.

The Council briefly discussed the financial aspects of the parklets.

Councilmember Nomura modified the motion to:

- Extend the temporary program time to the end of this calendar year (December 2023).
- Include a review process for the private sector outdoor space permits.
- Cost recovery of 0% - City covers all costs.
- City would be the owner of parklets and lease to the businesses.
- Power could be supplied via overhead to the parklets.
- Roof element should be looked at to include something that appears clear, even though it may be a solid roof type, include trellises and things like that.
- Not grandfather in the existing parklets and at the end of the calendar year take a look at those to decide if the Council will go with a City-approved design; existing parklets would be able to stay in place until the Council makes an effective date which would be the end of this calendar year.
- Direct staff to come back with recommendations.

Councilmember Lee seconded the modified motion.

The Council briefly discussed the parklet roof element and whether it was a part of the design guidelines.

City Manager Durflinger summarized the modified motion with Councilmember Nomura's assistance as follows:

- Extend the temporary program through the end of the year (involves staff bringing back an ordinance for the Council to approve for both public parklet and private outdoor area program).
- Staff will come back with scoping for guidelines and what a private sector program would look like.
- Staff will return to the City Council after studying the financial component of the parklets (i.e. cost recovery and subsidy); the Council will wait for the cost recovery study and the consultant's recommendation and the Council will decide at that time what the appropriate cost recovery would be.
- Staff will amend the language for the roofing material and how to provide electrical power to the parklets and let the Council consider the amended language at a future meeting.
- There will be no grandfathering of existing parklets and closer to the end of the year staff will bring back to Council for reconsideration based on where the City is at and assuming by that time the Council will have approved a parklet program.
- Staff will bring back information on the pros and cons of leasing, renting or selling the parklets to the private business owners for the Council to consider. It will include how liability metes out, what a lease agreement could do to protect the City or not, and the practical aspects of the City owning the parklets versus letting the businesses own the parklets.

The Council was in agreement with the summarized modified motion as presented by City Manager Durflinger.

The roll call vote on the summarized modified motion was as follows:

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

The motion carried unanimously.

Mayor Clark recessed to a break at 9:44 pm and reconvened the meeting at 9:59 pm.

The Council next heard the remaining Item Nos. in the following order: 16, 11, 12, 15, 17, and 18.

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

Recommendation: Accept the 2022 General Plan Annual Progress Report and direct the Community Development Director to submit the Report to the Governor's Office Planning and Research.

Associate Planner Smith presented the staff report and PowerPoint presentation.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to accept the 2022 General Plan Annual Progress Report and to direct the Community Development Director to submit the Report to the Governor's Office of Planning and Research. The roll call vote was as follows:

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

The motion carried unanimously.

11. Report on Winter Protection Berm Assessment District No. 5 for Fiscal Year 2023-24.

    Recommendation: Adopt Resolution No. 6232, acting to accept the mandatory Annual Report and Budget and to set the matter of the continuation of Assessment District No. 5 for Fiscal Year 2023-24 for public hearing at the regular City Council Meeting of May 22, 2023.

Public Works Director Ilasin presented the staff report.

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to adopt Resolution No. 6232, as read by title only, acting to accept the mandatory Annual Report and Budget and to set the matter of the continuation of Assessment District No. 5 for Fiscal Year 2023-24 for public hearing at the regular City Council meeting of May 22, 2023. The roll call vote was as follows:

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

The motion carried unanimously.

PUBLIC HEARING: NONE

CONSIDERATION OF ANY ITEMS REMOVED FROM CONSENT CALENDAR AND/OR OTHER AGENDA ITEMS REQUESTED TO BE ADVANCED: NONE

MATTERS CONTINUED FROM PREVIOUS MEETINGS: NONE

OTHER BUSINESS:

12. Approve the first reading of Ordinance No. 765, an Ordinance of the City Council of the City of Carpinteria, amending Carpinteria Municipal Code Sections 8.20 and 12.24 pertaining to public sleeping and camping.

    Recommendation: (1) Approve the first reading of Ordinance No. 765, amending CMC Sections 8.20 and 12.24, as read by title only; (2) Find that approval and adoption of Ordinance No. 765 is exempt from CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the CEQA Guidelines; (3) Receive and file the Administrative Policy for Enforcement of CMC Sections 8.20 and 12.24; and (4) Receive and file the Overnight Camping Notice used in connection with CMC Sections 8.20 and 12.24.

Legal Counsel Rennie presented the staff report and PowerPoint presentation.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to (1) approve the first reading of Ordinance No. 765, amending CMC Sections 8.20 and 12.24, as read by title only; (2) find that approval and adoption of Ordinance No. 765 is exempt from CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the CEQA Guidelines; (3) receive and file the Administrative Policy; and (4) receive and file the Overnight Camping Notice. The roll call vote was as follows:

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

The motion carried unanimously.

15. Bob Hansen Creeks Preservation Program Annual Report.

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

Environmental Program Manager Maker presented the staff report.

There was no public comment.

There was consensus amongst the Council to have staff continue presenting the Bob Hansen Creeks Preservation Program Annual Report as a City Council staff report.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to receive and file the annual Bob Hansen Creeks Preservation Program Report. The roll call vote was as follows:

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

The motion carried unanimously.

17. Reclassification of the limited term Principal Planner position and eliminating the limited term authorization and establishing it as a regular permanent full-time position.

    Recommendation: Adopt Resolution No. 6233, reclassifying the limited term Principal Planner position assigned to advanced planning duties and eliminating the limited term authorization

Assistant City Manager Ramirez presented the staff report.

There was no public comment.

Motion by Councilmember Nomura, seconded by Councilmember Lee, to approve and adopt Resolution No. 6233, as read by title only. The roll call vote was as follows:

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

The motion carried unanimously.

18. Receive and act on the recommendations of the City Manager Succession Process Committee to: (1) Enter into an agreement with Regional Government Services (RGS) for executive search services for the City Manager position; and (2) Initiate amendment to the City Manager Residency Requirements of Carpinteria Municipal Code Chapter 2.08; and (3) Authorize an update of the City

Manager contract form via current agreement with Liebert Cassidy Whitmore (LCW).

Recommendation: (1) Authorize executive search services to be conducted by RGS as a part of the existing agreement between City and RGS; and (2) Initiate amendment to the City Manager Residency Requirements of Carpinteria Municipal Code Chapter 2.08; and (3) Authorize work by LCW as necessary to prepare a draft updated City Manager contract for Council consideration.

City Manager Durflinger presented the staff report.

Speakers in-person: Fred Shaw and Mike Wondolowski

Emails distributed: Mike Wondolowski

Program Manager Uribe Mutal (present via Zoom) announced that copies of the memo that compared the executive search services proposals was available to the public.

Motion by Councilmember Lee, seconded by Councilmember Solórzano, to (1) authorize executive search services to be conducted by RGS as a part of the existing agreement between City and RGS; and (2) initiate amendment to the City Manager Residency Requirements of Carpinteria Municipal Code Chapter 2.08; and (3) authorize work by LCW as necessary to prepare a draft updated City Manager contract for Council consideration. The roll call vote was as follows:

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

The motion carried.

LEGISLATIVE UPDATE:

City Manager Durflinger presented the usual attachments from the League of California Cities. The Council was interested in staff bringing back an item on SB 423 (Wiener) for the Council to consider taking a position on.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Solórzano reported on MTD community outreach regarding Line 19X bus service.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the next regular meeting on May 8th.

ADJOURNMENT

Mayor Clark adjourned the meeting at 11:10 pm.

_____
Al Clark, Mayor

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
May 8, 2023

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning April 17, 2023 and ending April 28, 2023.

STAFF RECOMMENDATION

That the City Council accept this report concerning the current list of warrants pursuant to Carpinteria Municipal Code 2.08.150(F).

DISCUSSION

As part of each regular City Council agenda, a list of all checks (attached) dispersed since the last reporting period is presented to the City Council pursuant to C.M.C. 2.08.150(F). The report is provided for City Council and public information and serves as Staff's verification that the expenditures have been reviewed and are within budgeted appropriations.

FINANCIAL CONSIDERATIONS

The warrant register included as an attachment is designed to communicate fiscal activity since the prior reporting period. No action is requested as part of this report.

ATTACHMENTS

Attachment A: Warrant Register for the period beginning April 17, 2023 and ending April 28, 2023.

Staff contact: Brenda Robinson, Accounting Specialist
(805) 755-4442, BrendaR@carpinteriaca.gov

Signature

Staff contact: Licette Maldonado, Admin Services Dir.
(805) 755-4448, LicetteM@carpinteriaca.gov

Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, DaveD@carpinteriaca.gov

Signature

Warrant Register

Carpinteria, CA

Date Range: 04/17/2023 - 04/28/2023

Vendor Number / Payable #	Vendor Name / Payable Type	Payable Description	Payment Date	Payment Type	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
	CROWN CASTLE TOWERS 06-2 LLC		04/27/2023	Regular	(2,800.00)	101506
	DLT SOLUTIONS INC		04/20/2023	Regular	1,165.00	101703
1742417	Invoice	AUTOCAD TRAINING FOR J. MONTIEL MAY 2023				
	ELITE HOME SERVICES		04/20/2023	Regular	330.00	101704
015	Invoice	DEPOSIT FOR ASH AVE. RESTROOM (BOATHOUSE) PLUMBING				
	EXTRA SPACE STORAGE		04/20/2023	Regular	450.00	101705
APR23 0905	Invoice	UNIT 0905 RENT 4/23-5/23/23				
	IMPULSE ADVANCE COMMUNICATIONS		04/20/2023	Regular	511.25	101706
102583	Invoice	MAY 2023 PHONE SERVICES STATEMENT				
	JACOB CARR		04/20/2023	Regular	100.00	101707
INV0004642	Invoice	SALT MARSH AMPHITHEATRE CLEANING REFUND 4/8/23				
	OLIVIA URIBE-MUTAL		04/20/2023	Regular	136.89	101708
INV0004644	Invoice	REIMBURSE TRAVEL EXP-LA EOC FEMA TRAINING				
	ROOTER SOLUTIONS		04/20/2023	Regular	1,875.00	101709
35932852	Invoice	REMOVE CLOG AT LIBRARY 2/27/23				
	SANTA BARBARA COUNTY BEHAVIORAL WELLNESS		04/20/2023	Regular	2,568.38	101710
COC 01252023	Invoice	FY22/23 MENTAL HEALTH ASSESSMENT TEAM SERVICES				
	MISSIONSQUARE		04/19/2023	Regular	5,185.58	101711
INV0004647	Invoice	Deferred Compensation Contribution-Part Time Emp				
INV0004648	Invoice	MissionSquareEmployee Contributions				
INV0004649	Invoice	MISSIONSQUARE Employee Contributions				
	SEIU LOCAL 620		04/19/2023	Regular	217.08	101712
INV0004650	Invoice	Employee Union Dues Contribution				
	UNITED WAY OF SANTA BARBARA COUNTY		04/19/2023	Regular	24.00	101713
INV0004651	Invoice	Employee United Way Contribution				
	ACCESS CONTROL SECURITY INC.		04/27/2023	Regular	231.00	101714
0051048	Invoice	SECURITY AT VETS HALL EVENT 4/1/23				
	CROWN CASTLE TOWERS 06-2 LLC		04/27/2023	Regular	2,800.00	101715
INV0004340	Invoice	ENGINEERING PERMIT PROJECT CLOSE OUT				
	DESCHAMPS MATS SYSTEMS INC		04/27/2023	Regular	4,120.18	101716
5352	Invoice	MOBI-MAT FOR OCEAN REC				
	NORMA MANRIQUEZ		04/27/2023	Regular	300.00	101717
INV0004655	Invoice	VETS HALL DEPOSIT REFUND EVENT DATE 4/1/23				
	ONYX PAVING COMPANY INC		04/27/2023	Regular	37,617.28	101718
21-051-R.1	Invoice	22-051C 2022 PAVEMENT MAINT. RETENTION RELEASE				
	ROOTER SOLUTIONS		04/27/2023	Regular	4,850.00	101719
35932852-A	Invoice	REMOVE-REPLACE CAST IRON PIPE AT LIBRARY 2/27/23				
	WEX BANK (CHEVRON)		04/27/2023	Regular	851.63	101720
88627658	Invoice	APR23 FUEL FOR CITY VEHICLES				
	AMAZON CAPITAL SERVICES INC		04/20/2023	Virtual Payment	2,165.19	APA001650
1DHK-VV74-D49F	Invoice	ZIP BOOKS-S. AHN				
1LVR-WPYP-GX9V	Invoice	ZIP BOOKS-L. FRIEDMAN				
1N19-MQKH-1Y9H	Invoice	ZIP BOOKS-S. PHILLIPS				
1PWN-J3H1-476L	Invoice	BOOKS FOR LIBRARY				
1RDV-MG9Q-KYPR	Invoice	ZIP BOOKS-S. PHILLIPS				

1RJ6-QGDC-GWH4	Invoice	ZIP BOOKS-L. QUINTELLA				
1T9L-KCV3-6VVH	Invoice	BOOKS FOR LIBRARY				
	BIG GREEN CLEANING COMPANY		04/20/2023	Virtual Payment	4,094.00	APA001651
621758	Invoice	APR23 CONTRACTED CLEANING SERVICES-5103 CARP AVE				
621759	Invoice	APR23 CONTRACTED CLEANING SERVICE-CITY & VETS HALL				
622844	Invoice	HOMELESS ENCAMPMENT @ CARP CREEK BRIDGE 3/2/23				
622846	Invoice	EXTRA SERVICES AT LIBRARY 3/9, 3/11, 3/14/23				
	BLACK GOLD COOPERATIVE LIBRARY SYSTEM		04/20/2023	Virtual Payment	8,273.00	APA001652
23-359	Credit Memo	FY22/23 2ND QTR HOOPLA/HOTSPOTS DEPOSIT CREDIT				
23-372	Invoice	FY22/23 4TH QTR HOOPLA & HOTSPOT DEPOSIT				
	BROWNSTEIN HYATT FARBER SCHRECK		04/20/2023	Virtual Payment	116,239.71	APA001653
931963	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 2/28/2023				
931964	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 2/28/2023				
	CA DEPT OF JUSTICE		04/20/2023	Virtual Payment	64.00	APA001654
647719	Invoice	MAR23 FINGERPRINT APPLICATIONS				
	CANNON		04/20/2023	Virtual Payment	62,786.25	APA001655
84000	Invoice	MAR23 PETROLEUM PIPLINE ABANDONMENT				
84023	Invoice	MAR23 DESIGN SVCS FOR 2022 PAVEMENT REHABILITATION				
	CARPINTERIA VALLEY LUMBER CO		04/20/2023	Virtual Payment	220.96	APA001656
504719	Invoice	UTILITY BELT FOR R. AISPURO				
504969	Invoice	REDWOOD DECKING FOR BEACH STORE				
505041	Invoice	REDWOOD DECKING FOR EL CARRO FIELD RENOVATION				
505307	Invoice	HARDWARE FOR SIGN REPAIR				
	COAST AUTO PARTS INC		04/20/2023	Virtual Payment	212.12	APA001657
759558	Invoice	FUEL FILTER, OIL FOR BEACH TRACTOR				
	COASTAL VIEW NEWS		04/20/2023	Virtual Payment	644.00	APA001658
59733	Invoice	HHW DAY ADVERTISING 4/6/23				
	COUNTY SANITATION COMPANY INC STEWARTS & SELZER		04/20/2023	Virtual Payment	820.00	APA001659
61888	Invoice	CLEAR CLOGGED TOILET AT LIBRARY 3/20/23				
61892	Invoice	CLEAR CLOGGED TOILET AT LIBRARY 3/10/23				
	DEWBERRY ENGINEERS INC.		04/20/2023	Virtual Payment	230.64	APA001660
2267758	Invoice	MAR23 SERVICES FOR CARP AVE BRIDGE PROJECT				
	FRONTIER COMMUNICATIONS		04/20/2023	Virtual Payment	151.66	APA001661
APR23 805-566-1944-0	Invoice	APR23 PHONE & INTERNET - BEACH STORE				
	HOME DEPOT CREDIT SERVICES		04/20/2023	Virtual Payment	314.50	APA001662
2214422	Invoice	PW LUNCH ROOM WATER FILTER SET				
7522819	Invoice	4 CYCLE FUEL FOR CHAIN SAW, WEED WAKER				
	LARRY NIMMER		04/20/2023	Virtual Payment	1,690.00	APA001663
040723	Invoice	VIDEO PRODUCTION FOR JR CARPINTERIANS/EDUCATORS				
	MARBORG INDUSTRIES		04/20/2023	Virtual Payment	1,829.44	APA001664
5755981	Invoice	FEB23 RENT PORTABLE RESTROOMS @ PARKING LOT 1				
5777298	Invoice	MAR23 RENT PORTABLE RESTROOMS @ PARKING LOT 1				
	MISSION UNIFORM SERVICE		04/20/2023	Virtual Payment	111.49	APA001665
519029945	Invoice	TOWEL & MAT REPLACEMENT-CITY HALL 4/3/23				
519075479	Invoice	MAT REPLACEMENT AT POOL 4/10/23				
519075482	Invoice	MAT REPLACEMENT AT LIBRARY 4/10/23				
	POOL TECH SANTA BARBARA		04/20/2023	Virtual Payment	3,616.53	APA001666
80254	Invoice	LABOR TO INSTALL 3 LIGHTS AT POOL 3/21/23				
80256	Invoice	LABOR TO REMOVE SAND FROM POOL FILTER 4/3/23				
	PROFESSIONAL WASH CENTER		04/20/2023	Virtual Payment	24.00	APA001667
9263	Invoice	WASH & FOLD HOLIDAY BANNERS 1/12/23				
	REVENUE & COST SPECIALISTS LLC		04/20/2023	Virtual Payment	7,437.50	APA001668
9122	Invoice	2023 SERVICE COST UPDATE STUDY BILLING 2 OF 4				
	RRM DESIGN GROUP		04/20/2023	Virtual Payment	2,050.00	APA001669

2277-02-0323	Invoice	MAR23 DOWNTOWN DESIGN OVERLAY PROGRAM SERVICES				
	SANTA BARBARA COUNTY SHERIFFS DEPT		04/20/2023	Virtual Payment	421,415.00	APA001670
1742	Invoice	APR23 CONTRACTED LAW ENFORCEMENT SERVICES				
	SHOWSCAPES		04/20/2023	Virtual Payment	18,500.00	APA001671
388332337	Invoice	APR23 MONTHLY LANDSCAPE SERVICES THROUGHOUT CITY				
	SO CA EDISON		04/20/2023	Virtual Payment	16.03	APA001672
APR23 700474689651	Invoice	ELECTRICITY-4683 9TH ST				
	STAPLES ADVANTAGE		04/20/2023	Virtual Payment	321.46	APA001673
3533438511	Invoice	HP BALCK INK CARTRIDGE				
3534023744	Credit Memo	HP BALCK INK CARTRIDGE RETURNED				
3534665426	Invoice	COPY PAPER				
	TRI-CO REPROGRAPHICS		04/20/2023	Virtual Payment	87.12	APA001674
176417	Invoice	SCANNING COLOR, PDF EXTRACT 4/3/23				
176508	Invoice	SCANNING SMALL FORMAT, FILE RENAME, STAPLE 4/4/23				
176515	Invoice	SCANNING SMALL FORMAT, FILE RENAME 4/4/23				
CM0000272	Credit Memo	CREDIT RECEIVED ON STATEMENT 3/23/23				
	TWO TRUMPETS COMMUNICATIONS		04/20/2023	Virtual Payment	5,550.00	APA001675
1300	Invoice	MAR23 COMMUNICATIONS SERVICES				
	VILLAGE POOL SUPPLY		04/20/2023	Virtual Payment	374.10	APA001676
45760	Invoice	ACID FOR POOL 4/6/23				
	VJS BIOLOGICAL CONSULTING		04/20/2023	Virtual Payment	3,865.00	APA001677
INV0004637	Invoice	JAN-FEB23 BIOLOGICAL SERVICES				
INV0004638	Invoice	MAR23 BIOLOGICAL SERVICES WINTER BERM PROJECT				
INV0004639	Invoice	JUL-DEC 22 BIOLOGICAL SERVICES				
	WALKER CONSULTANTS		04/20/2023	Virtual Payment	1,898.25	APA001678
370095090006	Invoice	MAR23 PROFESSIONAL SERVICES FOR CARP DWNTN PARKING				
	WEST COAST ARBORISTS INC		04/20/2023	Virtual Payment	2,576.00	APA001679
1-8918	Invoice	FRANKLIN CREEK TREE EVALUATION/REPORT 3/25-4/7/23				
	ZEE MEDICAL SERVICE CO		04/20/2023	Virtual Payment	273.75	APA001680
34-158295	Invoice	FIRST AID CABINET/INFECTION CONTROL KIT - LIBRARY				
	ALL LANGUAGES INTERPRETING & TRANSLATING INC.		04/27/2023	Virtual Payment	700.00	APA001681
29563	Invoice	2 SPANISH INTERPRETERS FOR CC MTG 4/10/23				
	AMAZON CAPITAL SERVICES INC		04/27/2023	Virtual Payment	357.95	APA001682
11PN-MX6N-GDJ3	Invoice	IPHONE CASE FOR R. ESTRADA				
1KHK-7TQ9-77DD	Invoice	PROGRAM SUPPLIES-PAPER ROLL HOLDER AND PAPER				
1Q6K-V6M7-3LMK	Invoice	ZIP BOOKS-R. HERMAN				
1QY1-FFGH-47PJ	Invoice	ZIP BOOKS-P. BERRY				
	A-OK POWER EQUIPMENT		04/27/2023	Virtual Payment	1,190.46	APA001683
707647	Invoice	PULL ROPE FOR HONDA MOWER				
707678	Invoice	2-CYCLE FUEL FOR POWER TOOLS				
708398	Invoice	ELECTRIC CHAIN SAW, CORDLESS POLE PRUNER				
	C & W CONSTRUCTION SPECIALTIES INC		04/27/2023	Virtual Payment	12,133.00	APA001684
23004	Invoice	REMOVE & REPLACE GUARDRAIL @ VIA REAL & HWY 150				
	CANNON		04/27/2023	Virtual Payment	11,074.98	APA001685
84258	Invoice	MAR23 CARPINTERIA LIBRARY IMPROVEMENTS				
	CARPINTERIA VALLEY LUMBER CO		04/27/2023	Virtual Payment	383.31	APA001686
505459	Invoice	PAINTING SUPPLIES FOR SHOP				
505560	Invoice	CONCRETE MIX FOR SIGN POLES				
505582	Invoice	REPAIR SUPPLIES FOR VISITOR KIOSK DOWNTOWN T				
505680	Invoice	CONCRETE MIX FOR SIDEWALK REPAIRS				
505813	Invoice	RAZOR BLADES, GORILLA GLUE				
505871	Invoice	CLEANING SUPPLIES FOR VISITOR KIOSK DOWNTOWN T				
506049	Invoice	ADHESIVE SPRAY FOR VISITOR KIOSK DOWNTOWN T				
506355	Invoice	GORILLA TAPE, LUMBER CRAYON				
K05377	Invoice	INDUSTRIAL PUSH BROOM, HANDLE FOR UNIT 321				

	COASTAL VIEW NEWS		04/27/2023	Virtual Payment	1,569.00	APA001687
59679	Invoice	INVITING BIDS-VIA REAL STORMWATER PROJ. AD 4/6/23				
59753	Invoice	ORDINANCE NO 764 SUMMARY AD 4/13/23				
59754	Invoice	ORDINANCE NO 765 FIRST READING AD 4/13/23				
59757	Invoice	LEGAL NOTICE-RENT STABLAZATION AD 4/20/23				
59758	Invoice	LEGAL NOTICE-HOUSING ELEMENT IMPL. AD 4/20/23				
59759	Invoice	LEGAL NOTICE-FORMULA BUSINESS AD 4/20/23				
	COX BUSINESS		04/27/2023	Virtual Payment	135.99	APA001688
APR23 001 3011 02845	Invoice	APR23 VETS HALL INTERNET SERVICES				
	DOCUPRODUCTS		04/27/2023	Virtual Payment	559.48	APA001689
258313	Invoice	CANON DX4751I/C5760I COPIER METER CHARGES Q1 23				
	EV CONNECT INC.		04/27/2023	Virtual Payment	34,294.10	APA001690
INV3271	Invoice	NEW ELECTRIC VEHICLE CHARGING STATIONS				
INV3272	Invoice	NEW ELECTRIC VEHICLE CHARGING STATIONS				
INV3272.CO	Invoice	ELECTRIC VEHICLE CHARGING STATIONS				
	FEDEX		04/27/2023	Virtual Payment	88.38	APA001691
8-092-74833	Invoice	SHIPPING TO RETURN WRONG PART TO CMP				
	FRONTIER COMMUNICATIONS		04/27/2023	Virtual Payment	309.47	APA001692
APR23 805-684-4314-0	Invoice	APR23 PHONE & INTERNET SERVICES FOR LIBRARY				
APR23 805-684-7613-0	Invoice	APR23 PHONE & INTERNET FOR LG TOWER & BOATHOUSE				
	GEOSYNTEC CONSULTANTS		04/27/2023	Virtual Payment	1,869.45	APA001693
508460	Invoice	CARP VIA REAL DESIGNS SERVICES THROUGH 3/31/23				
	JAYNE DIAZ		04/27/2023	Virtual Payment	691.61	APA001694
INV0004656	Invoice	MAY23 MEDICAL REIMBURSEMENT				
	LARRY DRIGGERS		04/27/2023	Virtual Payment	691.61	APA001695
INV0004657	Invoice	MAY23 MEDICAL REIMBURSEMENT				
	LAWSON PRODUCTS INC		04/27/2023	Virtual Payment	445.25	APA001696
9310494843	Invoice	DRILL BITS, HOSE CLAMP, BULBS FOR MOUNTING SIGNS				
	MARBORG INDUSTRIES		04/27/2023	Virtual Payment	901.20	APA001697
5715636	Invoice	JAN23 RENT PORTABLE RESTROOMS @ PARKING LOT 1				
	MARY ANN COLSON		04/27/2023	Virtual Payment	691.61	APA001698
INV0004658	Invoice	MAY23 MEDICAL REIMBURSEMENT				
	MCCORMIX CORP		04/27/2023	Virtual Payment	107.40	APA001699
5341	Invoice	APR23 FUEL FOR CITY VEHICLES				
	MISSION UNIFORM SERVICE		04/27/2023	Virtual Payment	537.25	APA001700
519029944	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 4/3/23				
519075494	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 4/10/23				
	PEOPLEREADY INC.		04/27/2023	Virtual Payment	684.00	APA001701
28036483	Invoice	LABOR FOR HHW WASTE COLLECTION DAY EVENT				
	ROCKWELL PRINTING		04/27/2023	Virtual Payment	1,184.11	APA001702
41728	Invoice	RECYCLE, FOOD WASTE LABELS FOR TRASH CANS				
	ROSEBRO GARAGE LLC		04/27/2023	Virtual Payment	280.00	APA001703
020827	Invoice	REPAIR WINDOW IN UNIT 321				
	RRM DESIGN GROUP		04/27/2023	Virtual Payment	7,572.00	APA001704
2911-01-0323	Invoice	MAR23 FRANKLIN CREEK TRAIL IMPROVEMENT				
	STAPLES ADVANTAGE		04/27/2023	Virtual Payment	99.24	APA001705
3534998661	Invoice	LASERJET LABLES, GREEN COVER STOCK, FASTNERS				
	SWEEPING CORP OF AMERICA		04/27/2023	Virtual Payment	36,478.14	APA001706
69973VS	Invoice	OCT22 STREET SWEEPING SERVICE				
70658VS	Invoice	JAN23 STREET SWEEPING SERVICE				
	THE FLAG FACTORY		04/27/2023	Virtual Payment	182.56	APA001707
31167	Invoice	UNITED STATES, CALIFORNIA FLAGS FOR DOWNTOWN T				
	THE WHARF		04/27/2023	Virtual Payment	194.84	APA001708

45085	Invoice	SAFETY BOOTS, SOCKS FOR D. HUFF				
	TRAFFIC TECHNOLOGIES LLC		04/27/2023	Virtual Payment	1,725.55	APA001709
43651	Invoice	SAFETY EQUIPMENT - R. ESTRADA/PW SAFETY GLASSES				
43688	Invoice	SIGNS FOR ARBOL VERDE & 6TH STREET				
	TRI-CO REPROGRAPHICS		04/27/2023	Virtual Payment	5.00	APA001710
176514	Invoice	SCANNING SMALL FORMAT, DESTAPLE-RESTAPLE				
	UNIQUE MANAGEMENT SERVICES INC		04/27/2023	Virtual Payment	69.90	APA001711
6111408	Invoice	MAR23 NEW PLACEMENTS FOR LIBRARY				
	VENCO WESTERN INC		04/27/2023	Virtual Payment	18,239.07	APA001712
70197VS	Invoice	NOV22 STREET SWEEPING				
	WERNER PADDLES INC		04/27/2023	Virtual Payment	2,386.45	APA001713
0120327	Invoice	SKAGIT 2PC/SPRITE 2PC				
	WEST MARINE PRODUCTS INC		04/27/2023	Virtual Payment	271.77	APA001714
0592891	Invoice	PFD-PADDLE DYNAMIC GRY				

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
May 8, 2023

ITEM FOR COUNCIL CONSIDERATION

Second reading of Ordinance No. 765, an Ordinance of the City Council of the City of Carpinteria, amending Carpinteria Municipal Code Sections 8.20 and 12.24 pertaining to public sleeping and camping.

STAFF RECOMMENDATION

1. Adopt Ordinance No. 765 (second reading), amending CMC Sections 8.20 and 12.24; and

2. Find that approval and adoption of Ordinance No. 765 is exempt from CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the CEQA Guidelines.

Sample Motion: I move to (1) adopt Ordinance No. 765 (second reading); and (2) find that approval and adoption of Ordinance No. 765 is exempt from CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the CEQA Guidelines.

BACKGROUND

The City of Carpinteria ("City") currently prohibits persons from sleeping, camping, or lodging on public and private property in the City, subject to exceptions for designated places or where the owner of the property has granted permission. This prohibition is set forth in Carpinteria Municipal Code ("CMC") Sections 8.20 and 12.24 (collectively, the "No Camping Regulations").

Recent case law, including *Martin v. City of Boise* ("*Martin*") and *Johnson v. City of Grants Pass* ("*Grants Pass*"), has addressed what constitutes permissible enforcement of local agencies' prohibitions on camping and has constrained local agencies' ability to regulate and prohibit camping within their jurisdictions. Specifically, these judicial decisions largely prohibit enforcement of no camping regulations against homeless persons when there is not available shelter.

The City has not updated the No Camping Regulations since these recent judicial decisions were published, and the current version of the No Camping Regulations does not include the carve-outs and caveats to enforceability that were created in the recent case law. The amendments proposed in Ordinance No. 765 are intended to bring the CMC into better alignment with these decisions and to increase the City's ability to legally enforce the No Camping Regulations.

DISCUSSION

The purpose of this agenda matter is for the City Council to adopt Ordinance No. 765, which is attached as Attachment A and is identical to the version approved by City Council on April 24, 2023 at its first reading.

Ordinance No. 765 amends CMC Section 8.20 such that (i) the prohibition on camping shall not be enforceable against homeless persons when there is no available shelter, subject to limited exceptions, and (ii) the penalty for a violation of CMC Section 8.20 is only a misdemeanor or an infraction, and violators receive a warning and referral to services prior to citation. The exceptions where CMC Section 8.20 is enforceable against a homeless person without access to shelter are where there is a substantial danger to any person, where there is an immediate threat and/or an unreasonable risk of harm to public health or safety, and where there is a disruption to vital government services. Ordinance No. 765 also amends CMC Section 12.24 so that the prohibition on camping therein is subject to the limitations in CMC Section 8.20.

The proposed amendments to the No Camping Regulations are necessary to bring the CMC into alignment with recent case law. The proposed exceptions that would allow the No Camping Regulations to be enforceable against homeless persons without shelter access in limited situations are necessary for the City to promote and protect public health, safety, and general welfare of its citizenry.

POLICY CONSIDERATIONS

The proposed ordinance amending the No Camping Regulations is consistent with the City aligning the CMC and City policies and procedures with changes in the law. Further, updating the No Camping Regulations is part of the City's response to homelessness and is thus consistent with the City's interest in promoting public health and safety and with Resolution No. 6038, concerning the Community Action Plan to Address Homelessness in Santa Barbara County.

FINANCIAL CONSIDERATIONS

There are no direct financial considerations related to this item.

ENVIRONMENTAL CONSIDERATIONS

Ordinance No. 765 is exempt from review under CEQA in accordance with CEQA Guidelines section 15060(c)(2), which applies where an activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; section 15060(c)(3), which applies where an activity is not a "project" as defined in section 15378 of the CEQA Guidelines; and section 15061(b)(3), which applies where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The enforcement of ordinances and regulations like the City's No Camping Regulations is an evolving area of law. Given the evolving nature, there is some risk that the law could be further refined or modified by the courts such that the City's No Camping Regulations, as amended by Ordinance No. 765, become outdated. Regardless, the proposed amendments are necessary to better align the CMC with the current law in this area. There may be a need for additional amendments in the future as this area of law continues to progress.

OPTIONS

1. Adopt Ordinance No. 765 (second reading).
2. Direct staff to make changes to Ordinance No. 765.
3. Reject Ordinance No. 765.

PRINCIPAL PARTIES EXPECTED AT MEETINGS

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A Ordinance No. 765

Staff Contact: Steve Goggia, Community Development Director
(805) 755-4414 / steveg@carpinteriaca.gov

For SG
Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@carpinteriaca.gov

Signature

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

for J. Acos
Signature

ATTACHMENT A

ORDINANCE NO. 765

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, AMENDING CHAPTERS 8.20 AND 12.24 OF THE CARPINTERIA MUNICIPAL CODE

WHEREAS, within the City of Carpinteria ("City") and other cities in the surrounding region, and throughout the State of California, there is a significant number of people experiencing homelessness;

WHEREAS, homeless persons sometimes camp, sleep, or lodge on public or private property, particularly if they have no other place to sleep;

WHEREAS, camping in undesignated places can create unsanitary, unhealthy, disorderly, and dangerous conditions that may affect both the campers and the general public;

WHEREAS, the Legislature of the State of California has, in Government Code sections 65302, 65560, and 65800, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry;

WHEREAS, in accordance with Government Code sections 65302, 65560, and 65800, the City currently prohibits sleeping and camping except in designated places pursuant to Carpinteria Municipal Code ("CMC") Chapter 8.20 and camping or lodging within parks and beaches except in designated areas pursuant to CMC Chapter 12.24;

WHEREAS, recently, various courts have analyzed enforcement of local agency regulations similar to those codified in CMC Chapters 8.20 and 12.24 and have held that enforcement of such regulations against homeless persons who do not have access to shelter may constitute a violation of the Eighth Amendment to the U.S. Constitution's prohibition on cruel and unusual punishment;

WHEREAS, notwithstanding the recent case law, there are camping situations that create a substantial danger or risk of harm that requires immediate removal of the camper and personal property in order to prevent substantial harm to individuals, the health and/or safety of the public, and/or the City's vital government services. For example, persons camping, sleeping, or lodging in, on, or adjacent to critical infrastructure can result in damage or destruction of the infrastructure, which in turn can result in substantial adverse public health and safety impacts, including delayed emergency response times, interrupted utility services, and injuries to persons and property;

WHEREAS, the City, in consultation with legal counsel, has determined that CMC Chapters 8.20 and 12.24 require updates in order to better align with recent case law. However, it is critical that the City still be able to remove encampments and campers that endanger human lives, public health and safety, and vital government services;

WHEREAS, this Ordinance intends to prohibit unconstitutional enforcement of CMC Chapters 8.20 and 12.24 against homeless persons without access to shelter, but expressly acknowledges that enforcement may be needed in some situations in order to promote public health, safety, and welfare;

WHEREAS, it has been determined that amending the CMC as provided for in this Ordinance is within the City's best interest; and

WHEREAS, the City acknowledges that homelessness continues to remain a dynamic and evolving issue within the City and the surrounding region that requires coordinated efforts by the City, the County of Santa Barbara, the State of California, the Federal Government, and regional partners.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CARPINTERIA DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals Incorporated.

The above recitals are incorporated herein and are each relied upon independently by the City Council in its adoption of this Ordinance.

SECTION 2. Amendment of Chapters 8.20 and 12.24 of the Carpinteria Municipal Code.

Chapter 8.20 of the CMC is hereby amended to read as set forth in Exhibit A, the text and strikeout of which is attached hereto as Exhibit B, and Chapter 12.24 of the CMC is hereby amended to read as set forth in Exhibit C, the text and strikeout of which is attached hereto as Exhibit D.

SECTION 3. Effective Date.

This Ordinance shall be in full force and effect thirty days following the second reading of the Ordinance. 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.

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 decision 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 Title 14 of the California Code of Regulations, CEQA Guidelines sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), 15060(c)(3) (the activity is not a "project" as defined in section 15378), and 15061(b)(3) (the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment; where it can be seen with certainty that there is no possibility that the activity in

question may have a significant effect on the environment, the activity is not subject to CEQA). The Ordinance generally prevents changes in the environment and thus has no potential for resulting in physical change to the environment, either directly or indirectly.

SECTION 6. Publication.

The City Clerk shall certify as to the passage of this Ordinance and cause the same to be published and posted in the manner prescribed by California law.

PASSED, APPROVED, AND ADOPTED this 8th day of May, 2023, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
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 this 8th day of May, 2023.

_____
Brian C. Barrett, CMC, CPMC
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
Chapter 8.20

Chapter 8.20 SLEEPING AND CAMPING

8.20.010 Vehicle defined.

As used in this chapter the term "vehicle" means a device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved by human power or used exclusively upon stationary rails or tracks.

(Prior code § 5301)

8.20.020 Sleeping and camping except in designated places prohibited.

Subject to Section 8.20.040, no person shall sleep or camp at any time, whether inside or outside of a vehicle, in or on any:

A. Public street; or

B. Public property, except public property designated for overnight camping; or

C. Private property, including but not limited to beaches, vacant lots, parking areas and commercial properties, unless the person sleeping or camping in or on such private property:

1. Is the owner thereof or the lessee of such property or the houseguest of such owner or lessee, or

2. Has the permission of the owner of such property, his agent, or the person in lawful possession of such property, and sanitary facilities approved by the health officer of the county of Santa Barbara are available on such property to the person sleeping or camping in or on such property.

D. At all times, regardless of the availability of shelter, no person shall sleep or camp in the following places:

1. Where there is a substantial danger to any person,

2. Where there is an immediate threat and/or an unreasonable risk of harm to public health or safety, or

3. Where there is a disruption to vital government services.

(Ord. 344 § 1, 1983: prior code § 5300)

8.20.030 Penalty.

A violation of this Chapter shall be a misdemeanor or an infraction. Violators shall receive a warning prior to a citation and shall be referred to services for persons experiencing homelessness, if appropriate.

8.20.040 Enforcement.

Enforcement officers shall not issue a citation to enforce unauthorized camping in violation of Section 8.20.020 (A) through (C) when the violator is a homeless person who is on public property at a time when there is no available overnight shelter. Section 8.20.020 (D) is enforceable against all persons, including homeless persons, at all times, regardless of shelter availability.

EXHIBIT B
Chapter 8.20

Chapter 8.20 SLEEPING AND CAMPING

8.20.010 Vehicle defined.

As used in this chapter the term "vehicle" means a device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved by human power or used exclusively upon stationary rails or tracks.

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C. Private property, including but not limited to beaches, vacant lots, parking areas and commercial properties, unless the person sleeping or camping in or on such private property:

1. Is the owner thereof or the lessee of such property or the houseguest of such owner or lessee, or

2. Has the permission of the owner of such property, his agent, or the person in lawful possession of such property, and sanitary facilities approved by the health officer of the county of Santa Barbara are available on such property to the person sleeping or camping in or on such property.

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EXHIBIT C
Chapter 12.24

Chapter 12.24 PUBLIC PARKS AND BEACHES

12.24.010 Definitions.

For the purposes of this chapter the following definitions shall apply:

A. "Public beaches" means and includes all beach areas bordering the Pacific Ocean maintained by the city regardless of whether such beaches are used by right of dedication, lease, easement or adverse public uses.

B. "Public parks" means and includes all dedicated parks, parks established by adverse uses, and parks on leased property, all planted parkways, triangles and traffic circles maintained by the city, except the parkway strips between curb and sidewalk along the several streets and highways of the city.

(Prior code §§ 4901 and 4900)

12.24.020 Public parks and beaches—Prohibited acts and exceptions.

Within the boundary lines of any of the parks or beaches, as defined in Section 12.24.010, it is unlawful for any person or persons to do any of the following acts:

1. To dump or deposit any trash, refuse, rubbish, litter or other kind of waste materials, except in approved containers specifically placed and designated to receive such waste materials;

2. To bring into or use any glass containers or objects in any public parks or beaches;

3. To start or maintain any fire, except in such areas as are specifically designated by the city manager for such fires, including stoves, barbecue pits, fire rings and the like;

4. To commit any act of vandalism, including the damaging or destroying of trees or their leaves, limbs or branches, bushes, shrubbery, equipment, signs, buildings or rooms, or to tear down or deface the same, or to pick any crops, fruit or flowers in any portion of such public park or beach;

5. To bring or use any firearms or air or gas or spring-propelled guns, slingshots, bows and arrows, javelins, discus, golf clubs and golf balls, or any similar projectile or projectile-throwing device, except that such may be permitted in such portions of public parks or beaches as are specifically determined to be safe for such uses and are so designated by the city manager;

6. a. To discharge or set off any firecrackers, torpedoes, rockets or other fireworks except where a permit has been granted by the city manager;

   b. The city manager shall grant such permit only where he finds that it is for an established civic celebration, the person proposing to discharge or set off said fireworks has the necessary skill and experience to do so, and that it can be done without endangering persons or property;

7. To stable, pasture or keep animals or insects;

8. To enter any portion of a public park or beach in the city, or buildings or portions thereof in such public parks and beaches which are posted with signs stating "No Entry," "Keep Out," "No Trespassing," "Closed Area," or other prohibition of entry;

9. To enter any portion of or be in a public park or beach in the city at a time of the day, or on a day of the week, when such entry is prohibited by a clearly legible sign posted at each entrance to such public park or beach. The city manager is given authority to post such signs;

10. To park any automobiles or any other vehicles in any public park or beach in the city, except in areas specifically designated as parking areas by the city manager;

11. To construct or erect on any portion of a public park or beach in the city any building, fence or structure of whatever kind, whether permanent or temporary in character, or run, or string or install any public service utility into, upon, or across such lands, except on special written permit of the city manager. Each day such condition exists shall constitute a new and separate offense;

12. To hitch, fasten, lead, drive or let loose any animal or fowl of any kind, provided that this shall not apply when led by a cord or chain, not more than six feet long, or when a dog is located in an off-leash dog area pursuant to the requirements of Chapter 6.04;

13. To cut and remove any wood or to remove turf, grass, soil, rock, sand, gravel or fertilizer;

14. Subject to Chapter 8.20, to camp or lodge therein except in areas designated and posted as camping sites by the city manager;

15. To play or engage in any sport or sporting event in any picnic area;

16. To disturb in any manner any picnic, meeting, service, concert, exercise or exhibition;

17. To use or permit to be used any public address system, loud speaker, bullhorn or other power amplified sound equipment without first obtaining a written permit from the city manager;

18. To distribute any handbills or circulars, or to post, place or erect any bills, notice, paper, or advertising device or matter of any kind;

19. To sell or offer for sale or to rent or lease any merchandise, article or thing, whatsoever, unless granted a valid permit by the city council;

20. To practice, carry on, conduct or solicit for any trade, occupation, business or profession of whatsoever kind or character without permission of the city council;

21. To use or operate any motor-powered vehicles at any time, except as permitted by the city manager in designated streets or parking areas or as part of a supervised recreational activity. This paragraph does not apply to officers, agents or employees of the United States, the State of California, the City of Carpinteria, or other local governmental agency, when they are using motor-powered vehicles in the performance of their official duty, nor to the use of motor-powered vehicles in emergencies when it is necessary to use them for the preservation or protection of life or property, nor to utility companies using motor-powered vehicles for the installation, maintenance, repair or servicing of utility lines when permission is obtained from the city manager;

21A. 1. To smoke a cigarette, cigar, or use any tobacco or tobacco-related product,

2. To smoke a cigarette, cigar, or other tobacco-related product within twenty-five (25) feet of any playground or tot-lot sandbox area, pursuant to Health & Safety Code § 104495, or

3. To dispose of cigarette butts, cigar butts, or any other tobacco-related waste within twenty-five (25) feet of a playground or a tot-lot sandbox area, pursuant to Health & Safety Code § 104495;

22. No company, society or organization of more than twenty-five (25) persons shall hold or conduct any picnic, celebration, parade, service or exercise in any public park or beach without first obtaining permission from the city manager, and it is unlawful for any person to take part in any picnic, celebration, parade, service or exercise held or conducted contrary to the provisions hereof. If the city manager denies such permission, appeal may be made to the city council within ten (10) days thereafter;

23. No person who is over eight (8) years of age shall enter or use any water closet, restroom, dressing room or other facility designated for exclusive use by persons of the opposite sex in a public park or beach;

24. For any persons to assemble, collect or gather together in any walk, passageway or pathway set apart for the travel of persons through any park or beach or to occupy same so that the free passage or use thereof by persons passing along the same shall be obstructed in any manner;

25. Notwithstanding any provisions of Sections 12.24.010 through 12.24.020 the riding of horses or bicycles on designated bridle trails or bikeways is permitted;

26. Notwithstanding any of the provisions of Sections 12.24.010 through 12.24.040, nothing shall prevent the operation of motor vehicles and free right of public access over or across any validly dedicated public street or road in the city.

27. To use or operate any model airplane, model boat, model rocket, model car or other similar device that is motorized or powered except in an area, at such times, an in a manner as designated by the city manager. The city manager shall designate with on site signage and shall post such an area only when the powered models are limited to "park flyer qualified" or an equivalent designation and he has found that the time, place and manner of operation will not conflict with other park use or wildlife habitat. The city manager shall have the power to promulgate rules and regulations not in conflict with the provision of this section for the purpose of enforcing and implementing this section. A copy of such rules and regulations shall be on file in the city clerk's office.

(Ord. 598 § 2, 2004; Ord. 369 § 1, 1985; Ord. 247 § 23, 1978; prior code § 4902)

(Ord. No. 649, § 1, 3-14-2011 ; Ord. No. 733 , § 5, 11-12-2019)

12.24.021 Public parks—Specifically prohibited acts.

A. Subject to Chapter 8.20, within any public park in the city, it is unlawful for any person or persons to do any of the following acts:

1. To be in or upon any public park from one-half hour after sunset to one-half hour before sunrise; or to camp or lodge therein except in areas designated and posted as camping sites by the city manager, without first obtaining from the city manager a special public park use permit pursuant to Section 12.24.022 or a special event permit pursuant to Chapter 10.68;

2. To drink or possess any alcohol, spirits, liquor, wine, beer and any liquid or solid containing alcohol, spirits, liquor, wine or beer, and which contains one-half of one percent or more of alcohol by volume as set forth in Section 9.08.010, without first obtaining from the city manager a special public park use permit pursuant to Section 12.24.022 or a special event permit pursuant to Chapter 10.68.

B. Within the boundaries of the Carpinteria Salt Marsh Nature Park it is unlawful for any person or persons to ride a bicycle, skateboard, rollerblades or other similar device. Bicycles, skateboards, rollerblades or other similar devices may be walked or carried in the park in an orderly manner. This prohibition does not apply to safe use of wheelchairs or other devices used for the mobility of the disabled.

(Ord. 472 § 2 (part), 1992)

(Ord. No. 644, § 3, 8-9-2010 ; Ord. No. 648, § 1, 3-14-2011)

12.24.022 Permits—Special public park use.

Any person or persons desiring to use a public park for a picnic, barbecue or other gathering at a time of the day, or day of the week, when such public park use is otherwise prohibited, and/or where consumption of any alcohol, spirits, liquor, wine, beer and any liquid or solid containing alcohol, spirits, liquor, wine or beer, and which contains one-half of one percent or more of alcohol by volume will occur, may make prior written application to the city manager for a permit allowing such use. The city manager shall make application forms available and, upon reviewing each application, shall determine on a case-by-case basis whether the applicant shall be required to obtain a special public park use permit pursuant to this section or a special event permit pursuant to Chapter 10.68. Typically, for smaller events, including but not limited to birthday parties and picnics, a special public park use permit shall be the appropriate permit. The city manager may condition the issuance of a special public park use permit upon the applicant's payment of a deposit sufficient to ensure cleanup and the applicant's agreement to hold the city harmless from the activities contemplated by the permit and to repair and replace any and all

damage to city property which may occur during the special public park use. For larger events, the city manager may require a special event permit pursuant to Chapter 10.68.

(Ord. 472 § 2 (part), 1992)

(Ord. No. 644, § 3, 8-9-2010)

12.24.030 Public parks and beaches—Sale of goods in proximity prohibited.

It is unlawful for any person or persons to sell, expose for sale or offer to sell in or along any public street, lane or thoroughfare adjoining or approaching any public park or beach in the city within two hundred feet of such park or beach, any goods, wares or merchandise of any kind whatsoever.

(Prior code § 4906)

12.24.040 Public parks and beaches—Vehicles for hire in proximity prohibited.

It is unlawful for any person or persons to stand, keep or expose for hire, any wagon, carriage, automobile, or other vehicle, in or along any public street, lane or thoroughfare adjoining or approaching any public park or beach in such city, within two hundred feet of any entrance to such park.

(Prior code § 4907)

12.24.050 Public beaches specifically—Prohibited acts.

A. For the purposes of this section, the following definitions shall apply:

1. "Surfboard" means any board used for surfing on the water or water skimming which contains hard surfaces, including, without limitation, fiberglass, or any hard projection or surface of any kind or nature which is capable of inflicting cuts or bodily injuries to any swimmer or bather by reason of such hard surface or projection. "Surfboard" shall not include any board or device made wholly of soft or semi-soft plastic, rubber polyethylene foam, such as "boogie boards," without any hard projections or surfaces that would be capable of inflicting such cuts or injury.

2. "Motorized vessel" means any type of watercraft used or capable of being used as a means of transportation on water which is propelled by machinery, whether or not such machinery is the principal source of propulsion.

3. "Bathing beach" means that area of beach from the westerly property line of Carpinteria State Beach on the east to the easterly edge of Ash Avenue on the west.

4. The on-shore "launching area" means that area of beach from the easterly edge of Ash Avenue on the east to the westerly city limit on the west. The off-shore "launching area" shall extend three hundred feet from the mean high tide line and shall be bounded by the westerly city limit to the west and a parallel line of sixty feet to the east of the westerly city limit.

B. Within the limits of any bathing beach in the city and within three hundred feet seaward of the mean high tide line, it is unlawful for any person or persons to do any of the following acts:

1. To ride, float on, or otherwise use any surfboard, or to engage in the sport of surfing with a surfboard, or to ride with or on a surfboard, on ocean waves or swells or the surf;

2. To use or operate any motorized vessel;

3. To launch or land any motorized vessel;

4. To moor, store or otherwise maintain any raft, motorized vessel, boat or other privately owned equipment except as such may be specifically authorized by the city manager or his authorized representatives;

5. To consume an alcoholic beverage or possess an open container of any alcoholic beverage as set forth in Section 9.08.010.

C. Within the limits of any launching area in the city it is unlawful for any person or persons to do any of the following acts:

1. Launch any motorized vessel between the hours of eight p.m. and eight a.m.; except such motorized vessel may be launched if its engine is not used within three hundred feet of the mean high tide line;

2. Operate any motorized vessel in excess of five miles per hour;

3. Moor, store, refuel, service or otherwise maintain any raft, motorized vessel or boat or other privately-owned equipment except as such may be specifically authorized by the city manager or his authorized representatives;

4. Utilize, maintain or otherwise be in possession of trailers except when actually in the process of launching or retrieving any raft, motorized vessel or boat;

5. Launch any motorized vessel without first providing the on-duty lifeguard, if such lifeguard be on duty, with the State of California boat registration number (CF number);

6. Launch any motorized vessel without the operator thereof first familiarizing himself or herself with the rules, regulations, ordinances and statutes applicable to the permitted launching and operation of such motorized vessel in the area;

7. Operate any motorized vessel in violation of any applicable state or local law, ordinance, rule or regulation, including, but not limited to, limitations placed on noise levels;

8. Launch without the appropriate number of personal flotation devices. All vessels, regardless of the means of propulsion, must have on board a U.S. Coast Guard approved personal flotation device (PFD) for each person on board said vessel. Such personal flotation devices shall be in a serviceable condition.

D. The provisions of this section shall not be deemed to prevent the operation or use of surfboards, boats or vehicles by any police officer, lifeguard or other duly authorized and appointed employee of the city or State of California or any agency or instrumentality thereof while in the performance of such person's official duties.

E. Notwithstanding the definitions of "bathing beach" in subsection A3 of this section, and "on-shore launching area" in subsection A4 of this section, the city manager is authorized to establish a temporary alternate on-shore launching area at the seaward end of Linden Avenue, subject to all other terms and conditions of this chapter, when it is determined by the city manager that the use of the Ash Avenue on-shore launching area is either unsafe or unusable for launching vessels, and only until such time that the city manager determines that the Ash Avenue location is again usable for that purpose. Said temporary launching area shall not exceed twenty-five feet in width and shall be clearly marked and posted with signs indicating directions and regulations for use of said temporary launching area. Said on-shore launching area shall be open only when said signs are posted and in place. All users of said temporary launching area shall obtain a seasonal permit for such use from the city prior to using said launching area. In the event that use of the temporary on-shore launching area is determined by the city manager to constitute a public nuisance, as defined in California Penal Code Section 370, further use of said on-shore launching area shall be suspended pending a public hearing before the city council whose decision regarding further use of said temporary on-shore launching area shall be final.

(Ord. 506 § 2, 1994; Ord. 448 § 1, 1989; Ord. 426 § 1, 1988: Ord. 370 § 1, 1985: Ord. 358 § 1, 1984: Ord. 328 § 1, 1982; prior code § 4903)

(Ord. No. 644, § 3, 8-9-2010)

12.24.060 Enforcement—Authority to eject violators.

The city manager, city police or such other deputies as duly appointed and designated by the city manager, or any peace officer, shall have the authority to eject from any public park or beach any person acting in violation of Sections 12.24.010 through 12.24.050 or Section 12.24.090.

(Ord. 467 § 4 (part), 1991; Ord. 358 § 2, 1984: prior code § 4904)

12.24.070 Enforcement—Authority to confiscate property.

The city manager, city police or such other deputies as duly appointed and designated by the city manager, or any peace officer, shall have the authority to seize and confiscate any property, thing or device in the parks or beach, used in violation of Sections 12.24.010 through 12.24.050 or 12.24.090.

(Ord. 467 § 4 (part), 1991: Ord. 358 § 3, 1984: prior code § 4905)

12.24.080 Enforcement—Authority to arrest.

The city manager, city police or such other deputies as duly appointed and designated by the city manager, or any peace officer, shall have the power to arrest in connection with the enforcement of any of the provisions of Sections 12.24.010 through 12.24.050 or 12.24.090.

(Ord. 467 § 4 (part), 1991: Ord. 358 § 4, 1984)

12.24.090 Protection of harbor seals.

A. Access to that portion of the city beach, starting at the base of the existing Chevron Pier and extending approximately seven hundred fifty feet easterly and westerly along the beach, with the exact boundary to be determined by the city manager (in consultation with qualified marine mammal experts), shall be closed at all times during the harbor seal pupping season, commencing each December 1st and ending May 31st of the following year.

B. During such period, dogs or other animals shall be prohibited from the closed beach area and from an area adjacent to the closed beach area (adjacent area), to be determined by the city manager (in consultation with qualified marine mammal experts). No person shall, at any time during such period, allow any dog or other animal to be in the closed beach area or in the adjacent area, as posted.

C. During such period, no person, without prior authorization of the city manager, shall enter the closed beach area.

D. The city manager shall post such information and warning signs in and around the closed beach area to identify the closed beach area and adjacent area, and may erect appropriate fences if such are found to be necessary.

E. During such period, no person shall operate or use motorized vessels (as defined in Section 12.24.050) within three hundred (300) feet seaward of the mean high tide line for the length of the closed beach area, and no person shall operate or use personal watercraft within one thousand (1,000) feet seaward of the mean high tide line for the length of the closed beach area. "Personal watercraft" means a motorized vessel under sixteen (16) feet in length, designed to be capable of speeds in excess of twenty (20) miles per hour, and designed to be operated by a person sitting, standing, or kneeling on, or being towed behind the vessel, rather than the conventional manner of sitting or standing inside the vessel.

(Ord. 470 § 4, 1991; Ord. 469 § 4, 1991: Ord. 469 § 4, 1991; Ord. 470 § 4, 1991: Ord. 465 § 4, 1991: Ord. 460 § 4, 1990)

12.24.100 Assessment District No. 5.

Upon formation of Assessment District No. 5, and for the duration of the existence of Assessment District No. 5, the city shall contribute to Assessment District No. 5, from any sources of revenue not otherwise prohibited by law, an amount specified by the city council for the purpose of paying for a portion of the costs associated with the city's winter protection berm program conducted on the Carpinteria City Beach, and the payment of expenses incidental thereto for the use and benefit of Assessment District No. 5. All contributions by the city to Assessment District No. 5 shall be in an amount as determined by resolution or other appropriate action of the city council.

(Ord. 483 § 1, 1993)

EXHIBIT D
Chapter 12.24

Chapter 12.24 PUBLIC PARKS AND BEACHES

12.24.010 Definitions.

For the purposes of this chapter the following definitions shall apply:

A. "Public beaches" means and includes all beach areas bordering the Pacific Ocean maintained by the city regardless of whether such beaches are used by right of dedication, lease, easement or adverse public uses.

B. "Public parks" means and includes all dedicated parks, parks established by adverse uses, and parks on leased property, all planted parkways, triangles and traffic circles maintained by the city, except the parkway strips between curb and sidewalk along the several streets and highways of the city.

(Prior code §§ 4901 and 4900)

12.24.020 Public parks and beaches—Prohibited acts and exceptions.

Within the boundary lines of any of the parks or beaches, as defined in Section 12.24.010, it is unlawful for any person or persons to do any of the following acts:

1. To dump or deposit any trash, refuse, rubbish, litter or other kind of waste materials, except in approved containers specifically placed and designated to receive such waste materials;

2. To bring into or use any glass containers or objects in any public parks or beaches;

3. To start or maintain any fire, except in such areas as are specifically designated by the city manager for such fires, including stoves, barbecue pits, fire rings and the like;

4. To commit any act of vandalism, including the damaging or destroying of trees or their leaves, limbs or branches, bushes, shrubbery, equipment, signs, buildings or rooms, or to tear down or deface the same, or to pick any crops, fruit or flowers in any portion of such public park or beach;

5. To bring or use any firearms or air or gas or spring-propelled guns, slingshots, bows and arrows, javelins, discus, golf clubs and golf balls, or any similar projectile or projectile-throwing device, except that such may be permitted in such portions of public parks or beaches as are specifically determined to be safe for such uses and are so designated by the city manager;

6. a. To discharge or set off any firecrackers, torpedoes, rockets or other fireworks except where a permit has been granted by the city manager;

   b. The city manager shall grant such permit only where he finds that it is for an established civic celebration, the person proposing to discharge or set off said fireworks has the necessary skill and experience to do so, and that it can be done without endangering persons or property;

7. To stable, pasture or keep animals or insects;

8. To enter any portion of a public park or beach in the city, or buildings or portions thereof in such public parks and beaches which are posted with signs stating "No Entry," "Keep Out," "No Trespassing," "Closed Area," or other prohibition of entry;

9. To enter any portion of or be in a public park or beach in the city at a time of the day, or on a day of the week, when such entry is prohibited by a clearly legible sign posted at each entrance to such public park or beach. The city manager is given authority to post such signs;

10. To park any automobiles or any other vehicles in any public park or beach in the city, except in areas specifically designated as parking areas by the city manager;

11. To construct or erect on any portion of a public park or beach in the city any building, fence or structure of whatever kind, whether permanent or temporary in character, or run, or string or install any public service utility into, upon, or across such lands, except on special written permit of the city manager. Each day such condition exists shall constitute a new and separate offense;

12. To hitch, fasten, lead, drive or let loose any animal or fowl of any kind, provided that this shall not apply when led by a cord or chain, not more than six feet long, or when a dog is located in an off-leash dog area pursuant to the requirements of Chapter 6.04;

13. To cut and remove any wood or to remove turf, grass, soil, rock, sand, gravel or fertilizer;

14. Subject to Chapter 8.20, t~~T~~o camp or lodge therein except in areas designated and posted as camping sites by the city manager;

15. To play or engage in any sport or sporting event in any picnic area;

16. To disturb in any manner any picnic, meeting, service, concert, exercise or exhibition;

17. To use or permit to be used any public address system, loud speaker, bullhorn or other power amplified sound equipment without first obtaining a written permit from the city manager;

18. To distribute any handbills or circulars, or to post, place or erect any bills, notice, paper, or advertising device or matter of any kind;

19. To sell or offer for sale or to rent or lease any merchandise, article or thing, whatsoever, unless granted a valid permit by the city council;

20. To practice, carry on, conduct or solicit for any trade, occupation, business or profession of whatsoever kind or character without permission of the city council;

21. To use or operate any motor-powered vehicles at any time, except as permitted by the city manager in designated streets or parking areas or as part of a supervised recreational activity. This paragraph does not apply to officers, agents or employees of the United States, the State of California, the City of Carpinteria, or other local governmental agency, when they are using motor-powered vehicles in the performance of their official duty, nor to the use of motor-powered vehicles in emergencies when it is necessary to use them for the preservation or protection of life or property, nor to utility companies using motor-powered vehicles for the installation, maintenance, repair or servicing of utility lines when permission is obtained from the city manager;

21A. 1. To smoke a cigarette, cigar, or use any tobacco or tobacco-related product,

2. To smoke a cigarette, cigar, or other tobacco-related product within twenty-five (25) feet of any playground or tot-lot sandbox area, pursuant to Health & Safety Code § 104495, or

3. To dispose of cigarette butts, cigar butts, or any other tobacco-related waste within twenty-five (25) feet of a playground or a tot-lot sandbox area, pursuant to Health & Safety Code § 104495;

22. No company, society or organization of more than twenty-five (25) persons shall hold or conduct any picnic, celebration, parade, service or exercise in any public park or beach without first obtaining permission from the city manager, and it is unlawful for any person to take part in any picnic, celebration, parade, service or exercise held or conducted contrary to the provisions hereof. If the city

manager denies such permission, appeal may be made to the city council within ten (10) days thereafter;

23. No person who is over eight (8) years of age shall enter or use any water closet, restroom, dressing room or other facility designated for exclusive use by persons of the opposite sex in a public park or beach;

24. For any persons to assemble, collect or gather together in any walk, passageway or pathway set apart for the travel of persons through any park or beach or to occupy same so that the free passage or use thereof by persons passing along the same shall be obstructed in any manner;

25. Notwithstanding any provisions of Sections 12.24.010 through 12.24.020 the riding of horses or bicycles on designated bridle trails or bikeways is permitted;

26. Notwithstanding any of the provisions of Sections 12.24.010 through 12.24.040, nothing shall prevent the operation of motor vehicles and free right of public access over or across any validly dedicated public street or road in the city.

27. To use or operate any model airplane, model boat, model rocket, model car or other similar device that is motorized or powered except in an area, at such times, an in a manner as designated by the city manager. The city manager shall designate with on site signage and shall post such an area only when the powered models are limited to "park flyer qualified" or an equivalent designation and he has found that the time, place and manner of operation will not conflict with other park use or wildlife habitat. The city manager shall have the power to promulgate rules and regulations not in conflict with the provision of this section for the purpose of enforcing and implementing this section. A copy of such rules and regulations shall be on file in the city clerk's office.

(Ord. 598 § 2, 2004; Ord. 369 § 1, 1985; Ord. 247 § 23, 1978; prior code § 4902)

(Ord. No. 649, § 1, 3-14-2011 ; Ord. No. 733 , § 5, 11-12-2019)

12.24.021 Public parks—Specifically prohibited acts.

A. Subject to Chapter 8.20, w~~W~~ithin any public park in the city, it is unlawful for any person or persons to do any of the following acts:

1. To be in or upon any public park from one-half hour after sunset to one-half hour before sunrise; or to camp or lodge therein except in areas designated and posted as camping sites by the city manager, without first obtaining from the city manager a special public park use permit pursuant to Section 12.24.022 or a special event permit pursuant to Chapter 10.68;

2. To drink or possess any alcohol, spirits, liquor, wine, beer and any liquid or solid containing alcohol, spirits, liquor, wine or beer, and which contains one-half of one percent or more of alcohol by volume as set forth in Section 9.08.010, without first obtaining from the city manager a special public park use permit pursuant to Section 12.24.022 or a special event permit pursuant to Chapter 10.68.

B. Within the boundaries of the Carpinteria Salt Marsh Nature Park it is unlawful for any person or persons to ride a bicycle, skateboard, rollerblades or other similar device. Bicycles, skateboards, rollerblades or other similar devices may be walked or carried in the park in an orderly manner. This prohibition does not apply to safe use of wheelchairs or other devices used for the mobility of the disabled.

(Ord. 472 § 2 (part), 1992)

(Ord. No. 644, § 3, 8-9-2010 ; Ord. No. 648, § 1, 3-14-2011)

12.24.022 Permits—Special public park use.

Any person or persons desiring to use a public park for a picnic, barbecue or other gathering at a time of the day, or day of the week, when such public park use is otherwise prohibited, and/or where consumption of any alcohol, spirits, liquor, wine, beer and any liquid or solid containing alcohol, spirits, liquor, wine or beer, and which contains one-half of one percent or more of alcohol by volume will occur, may make prior written application to the city manager for a permit allowing such use. The city manager shall make application forms available and, upon reviewing each application, shall determine on a case-by-case basis whether the applicant shall be required to obtain a special public park use permit pursuant to this section or a special event permit pursuant to Chapter 10.68. Typically, for smaller events, including but not limited to birthday parties and picnics, a special public park use permit shall be the appropriate permit. The city manager may condition the issuance of a special public park use permit upon the applicant's payment of a deposit sufficient to ensure cleanup and the applicant's agreement to hold the city harmless from the activities contemplated by the permit and to repair and replace any and all damage to city property which may occur during the special public park use. For larger events, the city manager may require a special event permit pursuant to Chapter 10.68.

(Ord. 472 § 2 (part), 1992)

(Ord. No. 644, § 3, 8-9-2010)

12.24.030 Public parks and beaches—Sale of goods in proximity prohibited.

It is unlawful for any person or persons to sell, expose for sale or offer to sell in or along any public street, lane or thoroughfare adjoining or approaching any public park or beach in the city within two hundred feet of such park or beach, any goods, wares or merchandise of any kind whatsoever.

(Prior code § 4906)

12.24.040 Public parks and beaches—Vehicles for hire in proximity prohibited.

It is unlawful for any person or persons to stand, keep or expose for hire, any wagon, carriage, automobile, or other vehicle, in or along any public street, lane or thoroughfare adjoining or approaching any public park or beach in such city, within two hundred feet of any entrance to such park.

(Prior code § 4907)

12.24.050 Public beaches specifically—Prohibited acts.

A. For the purposes of this section, the following definitions shall apply:

1. "Surfboard" means any board used for surfing on the water or water skimming which contains hard surfaces, including, without limitation, fiberglass, or any hard projection or surface of any kind or nature which is capable of inflicting cuts or bodily injuries to any swimmer or bather by reason of such hard surface or projection. "Surfboard" shall not include any board or device made wholly of soft or semi-soft plastic, rubber polyethylene foam, such as "boogie boards," without any hard projections or surfaces that would be capable of inflicting such cuts or injury.
2. "Motorized vessel" means any type of watercraft used or capable of being used as a means of transportation on water which is propelled by machinery, whether or not such machinery is the principal source of propulsion.
3. "Bathing beach" means that area of beach from the westerly property line of Carpinteria State Beach on the east to the easterly edge of Ash Avenue on the west.

4. The on-shore "launching area" means that area of beach from the easterly edge of Ash Avenue on the east to the westerly city limit on the west. The off-shore "launching area" shall extend three hundred feet from the mean high tide line and shall be bounded by the westerly city limit to the west and a parallel line of sixty feet to the east of the westerly city limit.

B. Within the limits of any bathing beach in the city and within three hundred feet seaward of the mean high tide line, it is unlawful for any person or persons to do any of the following acts:

1. To ride, float on, or otherwise use any surfboard, or to engage in the sport of surfing with a surfboard, or to ride with or on a surfboard, on ocean waves or swells or the surf;

2. To use or operate any motorized vessel;

3. To launch or land any motorized vessel;

4. To moor, store or otherwise maintain any raft, motorized vessel, boat or other privately owned equipment except as such may be specifically authorized by the city manager or his authorized representatives;

5. To consume an alcoholic beverage or possess an open container of any alcoholic beverage as set forth in Section 9.08.010.

C. Within the limits of any launching area in the city it is unlawful for any person or persons to do any of the following acts:

1. Launch any motorized vessel between the hours of eight p.m. and eight a.m.; except such motorized vessel may be launched if its engine is not used within three hundred feet of the mean high tide line;

2. Operate any motorized vessel in excess of five miles per hour;

3. Moor, store, refuel, service or otherwise maintain any raft, motorized vessel or boat or other privately-owned equipment except as such may be specifically authorized by the city manager or his authorized representatives;

4. Utilize, maintain or otherwise be in possession of trailers except when actually in the process of launching or retrieving any raft, motorized vessel or boat;

5. Launch any motorized vessel without first providing the on-duty lifeguard, if such lifeguard be on duty, with the State of California boat registration number (CF number);

6. Launch any motorized vessel without the operator thereof first familiarizing himself or herself with the rules, regulations, ordinances and statutes applicable to the permitted launching and operation of such motorized vessel in the area;

7. Operate any motorized vessel in violation of any applicable state or local law, ordinance, rule or regulation, including, but not limited to, limitations placed on noise levels;

8. Launch without the appropriate number of personal flotation devices. All vessels, regardless of the means of propulsion, must have on board a U.S. Coast Guard approved personal flotation device (PFD) for each person on board said vessel. Such personal flotation devices shall be in a serviceable condition.

D. The provisions of this section shall not be deemed to prevent the operation or use of surfboards, boats or vehicles by any police officer, lifeguard or other duly authorized and appointed employee of the city or State of California or any agency or instrumentality thereof while in the performance of such person's official duties.

E. Notwithstanding the definitions of "bathing beach" in subsection A3 of this section, and "on-shore launching area" in subsection A4 of this section, the city manager is authorized to establish a temporary alternate on-shore launching area at the seaward end of Linden Avenue, subject to all other terms and conditions of this chapter, when it is determined by the city manager that the use of the Ash Avenue on-shore launching area is either unsafe or unusable for launching vessels, and only until such time that the city manager determines that the Ash Avenue location is again usable for that purpose. Said temporary launching area shall not exceed twenty-five feet in width and shall be clearly marked and posted with signs indicating directions and regulations for use of said temporary launching area. Said on-shore launching area shall be open only when said signs are posted and in place. All users of said temporary launching area shall obtain a seasonal permit for such use from the city prior to using said launching area. In the event that use of the temporary on-shore launching area is determined by the city manager to constitute a public nuisance, as defined in California Penal Code Section 370, further use of said on-shore launching area shall be suspended pending a public hearing before the city council whose decision regarding further use of said temporary on-shore launching area shall be final.

(Ord. 506 § 2, 1994; Ord. 448 § 1, 1989; Ord. 426 § 1, 1988: Ord. 370 § 1, 1985: Ord. 358 § 1, 1984: Ord. 328 § 1, 1982; prior code § 4903)

(Ord. No. 644, § 3, 8-9-2010)

12.24.060 Enforcement—Authority to eject violators.

The city manager, city police or such other deputies as duly appointed and designated by the city manager, or any peace officer, shall have the authority to eject from any public park or beach any person acting in violation of Sections 12.24.010 through 12.24.050 or Section 12.24.090.

(Ord. 467 § 4 (part), 1991; Ord. 358 § 2, 1984: prior code § 4904)

12.24.070 Enforcement—Authority to confiscate property.

The city manager, city police or such other deputies as duly appointed and designated by the city manager, or any peace officer, shall have the authority to seize and confiscate any property, thing or device in the parks or beach, used in violation of Sections 12.24.010 through 12.24.050 or 12.24.090.

(Ord. 467 § 4 (part), 1991: Ord. 358 § 3, 1984: prior code § 4905)

12.24.080 Enforcement—Authority to arrest.

The city manager, city police or such other deputies as duly appointed and designated by the city manager, or any peace officer, shall have the power to arrest in connection with the enforcement of any of the provisions of Sections 12.24.010 through 12.24.050 or 12.24.090.

(Ord. 467 § 4 (part), 1991: Ord. 358 § 4, 1984)

12.24.090 Protection of harbor seals.

A. Access to that portion of the city beach, starting at the base of the existing Chevron Pier and extending approximately seven hundred fifty feet easterly and westerly along the beach, with the exact boundary to be determined by the city manager (in consultation with qualified marine mammal experts), shall be closed at all times during the harbor seal pupping season, commencing each December 1st and ending May 31st of the following year.

B. During such period, dogs or other animals shall be prohibited from the closed beach area and from an area adjacent to the closed beach area (adjacent area), to be determined by the city manager (in consultation with qualified marine mammal experts). No person shall, at any time during such period, allow any dog or other animal to be in the closed beach area or in the adjacent area, as posted.

C. During such period, no person, without prior authorization of the city manager, shall enter the closed beach area.

D. The city manager shall post such information and warning signs in and around the closed beach area to identify the closed beach area and adjacent area, and may erect appropriate fences if such are found to be necessary.

E. During such period, no person shall operate or use motorized vessels (as defined in Section 12.24.050) within three hundred (300) feet seaward of the mean high tide line for the length of the closed beach area, and no person shall operate or use personal watercraft within one thousand (1,000) feet seaward of the mean high tide line for the length of the closed beach area. "Personal watercraft" means a motorized vessel under sixteen (16) feet in length, designed to be capable of speeds in excess of twenty (20) miles per hour, and designed to be operated by a person sitting, standing, or kneeling on, or being towed behind the vessel, rather than the conventional manner of sitting or standing inside the vessel.

(Ord. 470 § 4, 1991; Ord. 469 § 4, 1991: Ord. 469 § 4, 1991; Ord. 470 § 4, 1991: Ord. 465 § 4, 1991: Ord. 460 § 4, 1990)

12.24.100 Assessment District No. 5.

Upon formation of Assessment District No. 5, and for the duration of the existence of Assessment District No. 5, the city shall contribute to Assessment District No. 5, from any sources of revenue not otherwise prohibited by law, an amount specified by the city council for the purpose of paying for a portion of the costs associated with the city's winter protection berm program conducted on the Carpinteria City Beach, and the payment of expenses incidental thereto for the use and benefit of Assessment District No. 5. All contributions by the city to Assessment District No. 5 shall be in an amount as determined by resolution or other appropriate action of the city council.

(Ord. 483 § 1, 1993)

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
May 8, 2023

ITEM FOR COUNCIL CONSIDERATION

Selection of an Executive Search firm for the City Manager position and formation of an ad hoc committee of the City Council to work with the consultant.

STAFF RECOMMENDATION

1. Take one of the following actions concerning acquiring the services of an Executive Search firm:
   A. Select a consultant from the remaining list, i.e., CPS or Raftelis; or
   B. Form an ad hoc committee to review the remaining consultant proposals/conduct interviews, etc., and make a recommendation; or
   C. Direct staff to solicit new consultant proposals.
2. Form an ad hoc committee of the City Council to work with the Executive Search firm consultant in drafting key recommendations for Council consideration.

Sample Motion: I move to:

1. Choose one:
   A. Select a consultant from the remaining list, i.e., CPS or Raftelis; or
   B. Form an ad hoc committee to review the remaining consultant proposals/conduct interviews, etc., and make a recommendation; or
   C. Direct staff to solicit new consultant proposals.
2. Form an ad hoc committee of the City Council consisting of Councilmember _____ and _____, to work with the selected Executive Search firm in drafting an ideal candidate profile and other key recommendations for Council consideration.

BACKGROUND

The City Council initiated a process to hire its next City Manager. On March 13 the City Council formed the City Manager Succession Process Ad Hoc Committee (Committee), comprised of Vice Mayor Alarcon and Councilmember Nomura. On March 27, the City Council approved the Committee's recommendation to retain an executive search firm to assist it in seeking proposals from various executive search firms. The action of the Council included approval of a short list of executive search firms to be contacted. The

City received proposals from RGS, Raftelis, Peckham & McKenney, and CPS HR Consulting.

The City Council on April 24th selected RGS as the recruitment firm to find a successor city manager. However, since then, RGS has decided to decline the City Manager recruitment project and Peckham & McKenney has informed the City that it no longer has the capacity to take on the work.

The purpose of this agenda matter is for the Council to receive and act on the recommendations of staff regarding the process to select a recruitment consultant.

DISCUSSION

Considering the Council's stated interest in participating in the selection of the recruitment consultant, the City Council may at this meeting evaluate the proposals received from Raftelis and CPS HR Consulting, included in Attachment A and summarized in Attachment B and select a consultant.

Alternately, the City Council may consider forming an ad hoc committee to review the remaining consultant proposals, conduct interviews and bring a recommendation to the City Council for a recruitment consultant. In this context, the Council could also elect to solicit additional proposals. Soliciting additional proposals could provide the benefit of allowing consultants to participate that have (in the case of Peckham & McKenney), or may have (in the case of other consultants that did not submit proposals) not participated in the City's process due to having a full plate at this time.

In any case, should the Council elect to form an ad hoc committee, for process efficiency, the committee could work with the recruiter going forward to draft a candidate profile and other core tasks for Council consideration. This would provide greater efficiency than doing this work at regular Council meeting(s).

Finally, given the current City Manager's early December retirement date and the necessary steps/work identified in the schedule (Attachment C), soliciting additional proposals raises the prospect of the need for Council to consider an interim appointment or hire to fill the City Manager position while the recruitment/hiring process is completed.

POLICY CONSISTENCY

The recommendations may be found consistent with the City's 2023 Annual Work Plan under the General Government Program: Staff Recruitment & Retention.

FINANCIAL CONSIDERATIONS

The Fiscal Year 2022/23 Budget includes a line-item allocation of $25,000 that would be sufficient for work conducted through June 30. An additional allocation will be included

in the Fiscal Year 2024/24, sufficient to address any remaining costs related to the recruitment.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City attorney has been consulted on this course of action and has confirmed no legal or risk management considerations.

OPTIONS

A. Select a consultant from the remaining list, i.e., CPS and Raftelis, or
B. Form an ad hoc committee to review the remaining consultant proposals/conduct interviews, etc., and make a recommendation; or
C. Direct staff to solicit new consultant proposals
D. Decline to act at this time and direct staff as determined appropriate.

ATTACHMENTS

A. Proposals Received
B. Updated Memo Summary of Proposal Received
C. Revised Tentative Recruitment and Hiring timeline.

Staff Contact: Olivia Uribe-Mutal
(805) 755-4401, oliviau@carpinteriaca.gov

Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@carpinteriaca.gov

Signature

ATTACHMENT A

RAFTELIS

City of Carpinteria

Executive Search Services - City Manager

PROPOSAL / April 5, 2023

RAFTELIS

April 5, 2023

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

Subject: Proposal for Executive Search Services

Dear Mr. Durflinger:

We are pleased to submit this proposal for executive search services. Our focus has always been to help local government and utility clients solve their financial, organizational, and technology challenges. We are dedicated to providing management consulting services, including executive search, to local governments and the utility industry.

The Novak Consulting Group (TNCG) and Raftelis have always shared a focus on delivering lasting solutions for local government agencies. In January 2020, TNCG joined Raftelis. Today, we provide our clients with wide-ranging capabilities and resources in financial, management, technology, and communications consulting for all areas of local government. Our clients now have the expertise of more than 140 of the country's leading local government consultants. We know that our combined capabilities and resources will provide added value to our clients.

Our project team for the City of Carpinteria (City) comprises skilled professionals, seasoned in local government management with search experience across the country. Our team has completed over 300 searches, and we have had significant success in identifying and retaining ideal candidates who meet each organization's unique set of needs and expectations. Our team for this project will include Jim Armstrong, a Principal Consultant with the firm, who has deep knowledge of California as a long-time and well-respected former City Manager for Santa Barbara, Fullerton, and Hanford, and as a consultant. We are confident our approach will result in a successful leader for the organization. Our mission is to strengthen communities, and we do this by helping them find the best leaders to help move their organizations forward.

We look forward to the opportunity to serve the City of Carpinteria. If you have any questions, please contact Catherine Tuck Parrish, our executive search practice leader, using the following contact information:

Catherine Tuck Parrish, Vice President
Phone: 240.832.1778 / Email: ctuckparrish@raftelis.com

Sincerely,

Julia Novak
Executive Vice President

RAFTELIS
Charitable Gift Fund

Making our world better.

The Raftelis Charitable Gift Fund allocates profits, encourages employee contributions, and recognizes time to charitable organizations that support:

- Access to clean water and conservation
- Affordability
- Science, technology, and leadership

Raftelis is investing in improved telecommunication technologies to reduce the firm's number one source of carbon emissions—travel.

Diversity and inclusion are an integral part of Raftelis' core values.

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.

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Who We Are

RAFTELIS AND THE NOVAK CONSULTING GROUP, HELPING LOCAL GOVERNMENTS AND UTILITIES THRIVE

Local government and utility leaders partner with Raftelis to transform their organizations by enhancing performance, planning for the future, identifying top talent, improving their financial condition, and telling their story. We've helped more than 600 organizations in the last year alone. We provide trusted advice, and our experts include former municipal and utility leaders with decades of hands-on experience running successful organizations. People who lead local governments and utilities are innovators—constantly seeking ways to provide better service to the communities that rely on them. Raftelis provides management consulting expertise and insights that help bring about the change that our clients seek.

TNCG is Now Raftelis

The Novak Consulting Group and Raftelis have always shared a focus on delivering lasting solutions for local government agencies. In January 2020, TNCG joined Raftelis. Today, we provide our clients with wide-ranging capabilities and resources in financial, management, technology, and communications consulting for all areas of local government. Our clients now have the expertise of more than 140 of the country's leading local government and utility consultants, who have decades of experience. We know that our combined capabilities and resources will provide added value to our clients, and we're excited about what we can accomplish together.

+ VISIT **RAFTELIS.COM** TO LEARN MORE

We believe that Raftelis is the *right fit* for this project. We provide several key factors that will benefit Carpinteria and help to make this project a success.

RESOURCES & EXPERTISE

This engagement will require the resources necessary to effectively recruit for your unique position and the skillsets to complete all of the required components. With more than 140 consultants, Raftelis has one of the largest local government management and financial consulting practices in the nation. Our depth of resources will allow us to provide Carpinteria with the technical expertise necessary to meet your objectives. In addition to having many of the industry's leading management and financial consultants, we also have experts in key related areas, like stakeholder engagement and data analytics, to provide additional insights as needed.

DECADES OF COLLECTIVE EXPERIENCE

Our associates and subject matter experts have decades of experience in strengthening local municipalities and nonprofit organizations. They've served in a wide range of positions, from city manager to public works director to chief of police.

PERSONAL SERVICE FROM SENIOR-LEVEL CONSULTANTS

You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While other firms may assign your business to junior-level people, our approach provides exceptional service from senior-level consultants.

NICHE EXPERTISE

Our expertise lies in strengthening public-sector organizations. We're consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a specific group of clients.

Firm Capabilities

FINANCE

Meet your goals while maintaining a financially sustainable organization

- Rate, charge, and fee studies
- Financial and capital planning
- Cost of service and cost allocation
- Customer assistance programs
- Affordability analysis
- Utility valuation
- Budget development
- Financial condition assessments
- Debt issuance support
- Economic feasibility and analysis

COMMUNICATION

Communicate strategically to build an informed, supportive community

- Strategic communication planning
- Public involvement and community outreach
- Public meeting facilitation
- Graphic design and marketing materials
- Media and spokesperson training
- Risk and crisis communication
- Social media strategy
- Visual facilitation
- Virtual engagement

STRATEGIC PLANNING

Set the direction for the future of your organization and community

- Organization, department, and community-based strategic planning
- Effective Board / Commission / Council governance
- Retreat planning and facilitation

ORGANIZATION

Plan for long-term sustainability and operate with maximum efficiency

- Organizational and operational assessments
- Stormwater utility development and implementation support
- Performance measurement
- Staffing analysis
- Organizational climate and culture
- Asset management and operations
- Regional collaboration and service sharing
- Process improvement

TECHNOLOGY

Use your data and technology to improve experience and gain valuable insights

- Billing, permitting, and customer information audits
- Business process development
- Data management, analytics, and visualization
- Performance measurement and dashboarding
- Software solutions
- Website development
- Information technology assessments and strategic planning
- Customer management assessments and optimization
- CIS selection and implementation
- AMR/AMI feasibility studies
- Mobile workforce management
- Meter data management
- CMMS selection and implementation
- GIS optimization services
- Fleet management systems

EXECUTIVE RECRUITMENT

Identify top talent to lead local governments and utilities

Executive Search Strategy

When organizations need to fill key positions, they turn to Raftelis and benefit from this guiding principle: meaningful hiring involves finding the right employee and preparing them for ongoing success. Our approach to executive search services comprises three key phases.

Inquiring, Understanding, and Defining

Each of our clients has a unique culture and set of objectives. Because selecting the right individual is critical to success, we begin our relationship by conducting a needs assessment to identify the specific benchmarks the search must accomplish. We will identify qualifications and requirements as well as map out the new hire's first-year goals, so both our client and the employee remain on the same track for success. We will build an accurate position profile, thus ensuring we attract the right people for the position.

Candidate Search and Evaluation

To reach the right candidates, Raftelis customizes each search process to fit the client's needs. Often, the professionals who best fit an open position are already employed and not searching for a traditional job posting. So, we leverage our extensive, diverse professional network to attract the best talent nationwide. We have been successful in identifying a candidate pool that is racially, ethnically, and gender diverse. We are committed to helping local government leadership positions reflect the communities they serve. We work closely with several organizations that support this goal, and we advertise in national publications that target people of color and women, including the National Forum of Black Public Administrators (NFBPA), Local Government Hispanic Network, and the League of Women in Government. We intentionally seek well-qualified women and people of color, so our clients have excellent choices. Once the right candidates are found, we help manage the hiring process from interviews to background checks. Our in-depth service empowers clients to achieve their goals at every step.

39% of our recruitments resulted in the hiring of **women**

21% of our recruitments resulted in the hiring of **people of color**

Supporting Success

We support the top candidate's long-term success by creating a goals-driven work plan actionable from day one. Many firms focus solely on finding qualified applicants, leaving the client on their own once the position is filled. Our team, however, uses the objectives gathered during the inquiry stage to prepare new hires for their first year. We follow up to ensure continued progress, productivity, and satisfaction for the employee and our client.

We take a tailored, goals-based approach to each recruitment. By looking beyond the hiring process, our holistic view ensures that each candidate will fit the role as well as the organization. In the end, we are not just looking for a successful professional; we are finding the right employee to be successful in their new position long after they are hired.

Work Plan

THE FOLLOWING PROVIDES A DETAILED DESCRIPTION OF OUR WORK PLAN FOR THE CITY MANAGER RECRUITMENT.

Activity 1 – Develop Candidate Profile

We will begin this engagement by developing a clear picture of the ideal candidate for this position. We will first meet with members of the City Council individually and as a group to discuss the recruitment timeline and process. We will also facilitate a meeting with the City Manager and the department head/leadership team group, as well as facilitate an online key stakeholder focus group. If desired, for an additional fee, we can conduct community engagement through an online survey. We will discuss not just the technical skills needed for the position, but what makes for the right organizational fit in terms of traits and experiences.

Based on the information learned from our meetings, we will develop a recruitment plan that includes California and the nation. We will prepare a position profile that is unique to the City of Carpinteria. The profile will identify the organization's needs, the strategic challenges of the position, and the personal and professional characteristics of the ideal candidate. This document drives the recruitment. It focuses our efforts on the most capable candidates, and it helps us to persuade candidates to pursue the position. We will develop a recruitment brochure for advertising the position which includes the position profile, as well as information on the organization, the City, and the community. We will work with the City to eliminate barriers to underrepresented groups, including years of service, levels of education, and other strict requirements that might eliminate someone who can do the job.

We will also develop first-year organizational goals for the successful candidate. These goals will ensure that the applicants know what will be expected of them should they be hired, the City has thought about what it wants the person to accomplish in the first year, and the successful candidate can hit the ground running with a work plan. Once drafted, we will review the recruitment plan, position profile, and first-year goals with the hiring manager. Modifications will be made as necessary before recruitment begins.

DELIVERABLES:

- Detailed recruitment process documents, including recruitment plan, position profile, recruitment brochure, and first-year goals

Activity 2 – Conduct Outreach and Initial Screening

As part of the recruitment plan, we will identify key states and metro areas to focus our targeted recruitment. We will prepare and place advertisements in state and national publications and websites to attract candidates from throughout the United States. While this will be a national search, we will target our efforts to those key areas identified in the recruitment plan. We understand the importance of having a diverse applicant pool, so our recruitment strategy includes a robust outreach strategy to identify and attract well qualified individuals from underrepresented groups and encouraging them to apply. In our outreach, we ensure we place job postings in places that target women, minorities, and other underrepresented groups. We also utilize our networks across the country to find and attract well qualified candidates from a variety of backgrounds to apply and be considered. In addition, our recruiters have participated in conferences like NFBPA and Engaging Local Government Leaders (ELGL) for networking, a Diversity, Equity, and Inclusion cohort

through International City/County Management Association (ICMA), and several leadership academies for women in local government in different states.

We will place job postings with ICMA, Western City, California League of Cities, and other places as identified in the recruitment plan. We also recommend national organizations such as ELGL, NFBPA, and Local Government Hispanic Network to attract underrepresented groups and provide a more diverse applicant pool. We will also reach out to historically black colleges and universities and other targeted alumni networks that have graduates from diverse backgrounds and ask them to share our postings.

As soon as the advertisements are completed, we will begin the process of actively and aggressively marketing the position and identifying qualified candidates for assessment. We will pinpoint individuals and jurisdictions to reach out to directly through phone and email. We will also utilize social media (LinkedIn, Twitter, and Facebook) to broaden our reach. We have found that this combination of outreach is an effective way to reach top applicants, especially those who are not currently in the job market but may be willing to consider a move to an excellent organization like the City of Carpinteria.

We will reach out to the applicants in our extensive database as well as the prospective candidates we have targeted in previous recruitments for similar jurisdictions. We will also develop a list of additional candidates to pursue based on the City's unique needs. Our outreach includes seeking well-qualified women, people of color, and individuals from other underrepresented groups and encouraging them to apply.

As applications are received, we will acknowledge each one and keep applicants aware of the status of the process. We will screen each applicant against the position profile and first-year goals. We will conduct interviews via phone or videoconference with those who most closely meet the profile to learn more about their interest, qualifications, and experience for this position. A written summary of these candidates will be prepared and shared with the City. We will then meet with the City to review the entire list (if desired) as well as the most qualified candidates who have the requisite skills, experiences, and traits needed for success in the position. Based on the City's direction, we will finalize a list of candidates to invite for in-person interviews.

DELIVERABLES

- Placement of ads and job postings
- Targeted outreach to passive candidates
- Candidate review materials including screening results and internet search

Activity 3 – Support Interviews and Selection

Each person you wish to interview will then be contacted again by our recruitment team. We will plan and facilitate a multi-step interview process specific to the position. The process could include writing exercises, presentations, panel interviews, tours, and a department director or key staff meet-and-greet. A book that contains customized interview questions and information about each of the candidates invited to interview will be provided to those involved in the interview process. We will also facilitate pre- and post-interview briefings.

We will coordinate the logistics of the process and provide the candidates with the details along with any travel policy requirements or other information. We will also work with a City contact to ensure a suitable venue is arranged for the interviews. Expenses for the candidates will be borne and reimbursed directly by the City.

The City will select the top candidate. We can help make a well-informed choice by framing what we have learned about the candidates in the context of the position and its requirements. We will speak with candidates' references to confirm

the strength of their credentials. We will also conduct a media check to review published information found in search engines, online publications, and social media. Reference and background checks will be performed on the top candidates, including but not limited to education, credentials, employment history, criminal background check, civil litigation check, and credit history.

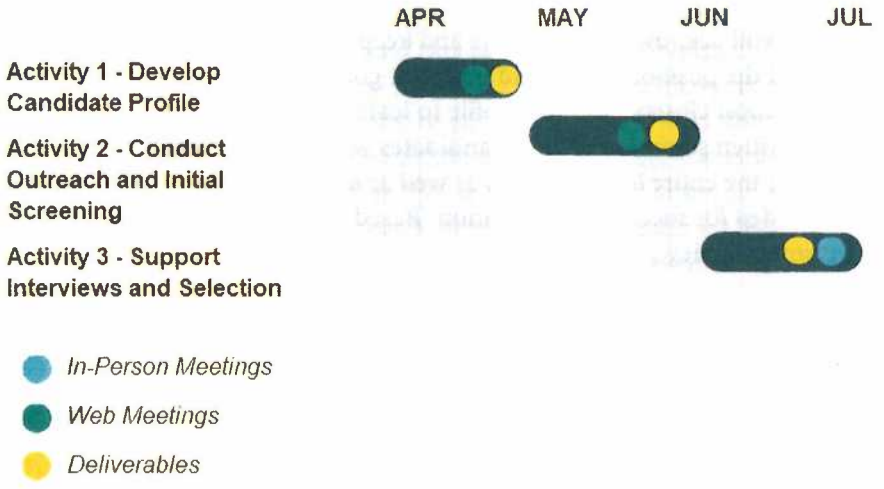
We also can assist in negotiating the employment offer. We will provide information about best practices in salary and total compensation, and we will have obtained information on the candidate's salary. We will keep candidates apprised of their status and release them at the appropriate time.

DELIVERABLES

- Interview book materials including references and background checks

Recruitment Timeline

Included below is a draft timeline. We expect to review this with the City during Activity 1 and adjust it as necessary as we develop the recruitment plan.



References

Raftelis is uniquely positioned to perform this recruitment because of our knowledge of local government and our extensive network across the nation. Our clients tell us we are more than just consultants—we are trusted advisors. The following table lists a few comparable recruitments we have conducted and references for each of them.

Client	Reference
City of Hillsboro, Oregon • Assistant City Manager (2020) • Assistant City Manager, Community and Organizational Engagement (2018) • City Manager (2019) • Employee and Labor Relations Manager (2021) • Fire Chief (2017) • Human Resources Director (2012) • Library Director (2014, 2020) • Police Chief (2013)	Robby Hammond, City Manager (503) 681-5214 robby.hammond@hillsboro-oregon.gov Lisa Colling, Human Resources Director (503) 681-6460 lisa.colling@hillsboro-oregon.gov
City of Shoreline, Washington • Administrative Services Director (2011) • City Manager (2013, 2022) • Director of Human Resources and Organizational Development (2018, 2021)	Debra Tarry, City Manager (206) 801-2213 dtarry@shorelinewa.gov
City of Boulder, Colorado • City Attorney (2021) • City Manager (2020) • Chief Human Resources Officer (2022) • HRIS Manager (2020) • Human Resources Senior Manager (2020) • Human Resources Director (2017) • Independent Police Monitor (2020) • Director of Planning and Development Services (2020, 2022) • Total Rewards Senior Manager (2020) • Utilities Engineering Manager (2021)	Nuria Rivera-Vandermyde, City Manager (303) 441-3090 rivera-vandermyden@bouldercolorado.gov Chris Meschuk, Deputy City Manager (303) 441-3388 meschukc@bouldercolorado.gov Aimee Kane, Equity Program Manager (303) 441-4235 kanea@bouldercolorado.gov

City of Fort Collins, Colorado • Assistant City Manager (2023) • Chief Sustainability Officer (2023) • Community Development and Neighborhood Services Director (2020) • Community Services Director (2021) • Deputy City Manager (2020, 2022) • Environmental Services Director (2021) • Natural Areas Director (2021) • Recreation Director (2021) • Utilities Executive Director (2021)	Teresa Roche, Chief Human Resources Officer (970) 221-6535 troche@fcgov.com Catherine MacGowan, HR Partner (970) 221-6819 cmaggowan@fcgov.com Dean Klingner, Deputy Director, Planning, Development & Transportation (970) 221-6511 dklingner@fcgov.com
City of Fairfax, Virginia • City Manager (2018) • Police Chief (2018)	Robert Stalzer, City Manager (703) 385-7850 rob.stalzer@fairfaxva.gov Sara Greer, Director of Human Resources (703) 385-7835 sara.greer@fairfaxva.gov

Recent Executive Search Experience

Client		Position
AZ	Central Arizona Project	General Manager
AZ	Clarkdale	Town Manager
AZ	Cottonwood	City Attorney
AZ	Cottonwood	City Manager
AZ	Oro Valley	Chief Financial Officer
AZ	Oro Valley	Police Chief
AZ	Payson	Town Manager
AZ	Peoria	Human Resources Director
AZ	Scottsdale	Economic Development Director
AZ	Yuma	City Administrator
AZ	Yuma	Engineering Director
AZ	Yuma	Finance Director
AZ	Yuma	Planning and Neighborhood Services Director
CO	Aspen	Community Development Director
CO	Boulder	Chief Building Official
CO	Boulder	Chief Human Resources Officer
CO	Boulder	City Attorney
CO	Boulder	City Manager
CO	Boulder	HRIS Manager
CO	Boulder	Human Resources Director
CO	Boulder	Human Resources Senior Manager
CO	Boulder	Independent Police Monitor
CO	Boulder	Planning and Development Services Director
CO	Boulder	Total Rewards Senior Manager
CO	Boulder	Utilities Engineering Manager
CO	Denver	Independent Monitor
CO	Fort Collins	Assistant City Manager
CO	Fort Collins	Deputy City Manager
CO	Fort Collins	Chief Sustainability Officer
CO	Fort Collins	Community Services Director
CO	Fort Collins	Community Development and Neighborhood Services Director
CO	Fort Collins	Environmental Services Director
CO	Fort Collins	Natural Areas Director
CO	Fort Collins	Recreation Director
CO	Fort Collins	Utilities Executive Director
CO	Health District of Northern Larimer County	Executive Director
CO	Jefferson County	County Manager
CO	Lafayette	City Administrator
CO	Louisville	City Manager
CO	Louisville	Director of Parks and Recreation
CO	Louisville	Director of Planning and Building Safety
CO	Louisville	Human Resources Director
CO	Loveland	Budget Manager*
CO	Loveland	Chief Financial Officer*
CO	Loveland	City Clerk*
CO	Loveland	Economic Development Director*
CO	Northglenn	Human Resources Director
CO	Pueblo West Metropolitan District	District Manager
CO	Summit County	ACM - Administrative Services
CO	Summit County	ACM - Human Services
CO	Summit County	ACM - Public Works
CO	Summit County	County Manager
CO	Summit County	Interim County Manager
CO	Summit County	Human Resources Director
CO	Westminster	Parks, Recreation, and Library Director
CT	Greenwich	Town Administrator
CT	Mansfield	Town Manager
CT	Meriden	City Manager
CT	Windsor	Police Chief
DE	Kent County	County Engineer/Public Works Director
DE	Lewes	Municipal Planning and Development Officer

Client		Position
DE	Milford	City Manager
DE	Milton	Town Manager
DE	Rehoboth Beach	City Manager
IA	Cedar Rapids	Utilities Director
IA	Cedar Rapids	City Attorney
IA	Cedar Rapids	Finance Director
IA	Cedar Rapids	Human Resources Director
IA	Cedar Rapids	IT Director
IA	Cedar Rapids	Public Works Director
IL	Peoria County	Director, Animal Protection Services
IN	Bloomington	Traffic and Transportation Engineer
KS	Baldwin City	City Administrative Officer
KS	Edgerton	Building Inspector
KS	Edgerton	Community Development Director
KS	Johnson County	Human Resources Director
KS	Merriam	Finance Director
KS	Olathe	Director of Economy
KS	Tonganoxie	City Manager
LA	Orleans Parish School Board	Chief Operations Officer
LA	Sewerage & Water Board of New Orleans	Chief of Communications
LA	Sewerage & Water Board of New Orleans	Deputy General Superintendent for Operations
LA	Sewerage & Water Board of New Orleans	General Superintedent
LA	Sewerage & Water Board of New Orleans	Utility Human Resources Director
MD	Aberdeen	Director of APG Privatization
MD	Aberdeen	Police Chief
MD	Aberdeen	Public Works Director
MD	Baltimore	Solid Waste Bureau Head
MD	Berwyn Heights	Code Supervisor
MD	Berwyn Heights	Town Administrator
MD	Cambridge	City Manager
MD	Charles County	Director of Community Services*
MD	Charles County	Engineer IV*
MD	Gaithersburg	City Manager
MD	Gaithersburg	Director of Finance and Administration
MD	Gaithersburg	Engineering Services Division Chief
MD	Gaithersburg	Finance Director
MD	Gaithersburg	Public Works Director
MD	Gaithersburg	Public Works and Engineering Director
MD	Gaithersburg	Director of Information Technology
MD	Garrett Park	Town Manager
MD	La Plata	Planning Director
MD	La Plata	Police Chief
MD	La Plata	Town Manager
MD	La Plata	Town Treasurer
MD	Maryland Municipal League	Executive Director/CEO
MD	Mount Rainier	City Manager
MD	New Carrollton	City Administrative Officer
MD	Ocean Pines Association	General Manager
MD	Riverdale Park	Town Manager
MD	Riverdale Park	Police Chief
MD	Rockville	City Attorney
MD	Rockville	City Manager
MD	Rockville	Community Planning and Development Services Director
MD	St. Michaels	Town Administrator
MD	Sykesville	Town Manager
MD	Takoma Park	City Manager
MD	Takoma Park	Deputy City Manager*
MD	Westminster	Finance Director
MD	Westminster	Human Resources Director
MI	Novi	Assistant City Manager
MI	Novi	Finance Director
MI	Rochester Hills	Chief Financial Officer

Client		Position
MN	Rochester Public Utilities	General Manager
MO	Chesterfield	City Administrator
MO	Clayton	City Manager
MO	Lee's Summit	Human Resources Director
MT	Helena	City Manager
NC	Greensboro	Parks and Recreation Director
NC	Guilford County	Assistant County Manager for Strong Communities
NC	Guilford County	Assistant County Manager for Successful People
NC	Guilford County	Building Inspections Services Director
NC	Guilford County	County Attorney
NC	Guilford County	Communications and Public Relations Director
NC	Guilford County	Deputy Finance Director
NC	Guilford County	Equity and Inclusion Manager
NC	Guilford County	MWBD Program Director
NC	Guilford County	Public Relations Director
NC	Guilford County	Security Director
NC	High Point	Assistant City Manager
NC	High Point	Planning Director
NC	Matthews	Assistant Town Manager
NC	Rolesville	Human Resources Director
NC	Winston-Salem	Police Chief
NH	Keene	City Manager
NH	Hanover	Town Manager
NM	Las Cruces	City Manager
NY	Batavia	City Manager
NY	Livingston County Water and Sewer Authority (LCWSA)	Executive Director
NY	Oneonta	City Manager
OH	Centerville	City Manager
OH	Delaware County	Director of Economic Development
OH	Delaware County Transit District	Executive Director
OH	Hilliard	Deputy Police Chief
OH	Hilliard	Police Chief
OH	Hudson	City Manager
OH	Cleveland Heights	City Manager
OH	Cleveland Heights	Finance Director
OH	Dayton	Financial Officer
OH	Dublin	Director of Public Service
OH	Dublin	Deputy City Manager/ Chief Operations Officer
OH	Granville	Village Manager
OH	Hilliard	City Manager
OH	Hudson	City Manager
OH	Jackson Township	Township Administrator
OH	Miami Township	Township Administrator
OH	Moraine	City Manager
OH	Oberlin	Fire Chief
OH	Oberlin	Police Chief
OH	Portsmouth	City Manager
OH	Prairie Township	Township Administrator
OH	Sandusky	City Manager
OH	Solid Waste Authority of Central Ohio (SWACO)	Director of Administration
OH	The Port - an Ohio Port Authority	General Counsel
OH	The Port - an Ohio Port Authority	Industrial Development Manager
OH	The Port - an Ohio Port Authority	Vice President of Communications and Marketing
OH	The Port - an Ohio Port Authority	Vice President of Economic Equity
OH	Union County	County Administrator
OH	Upper Arlington	Assistant City Manager*
OH	Upper Arlington	Police Chief
OH	Washington Township	Assistant Fire Chief
OH	Washington Township	Township Administrator
OH	West Chester Township	Township Administrator

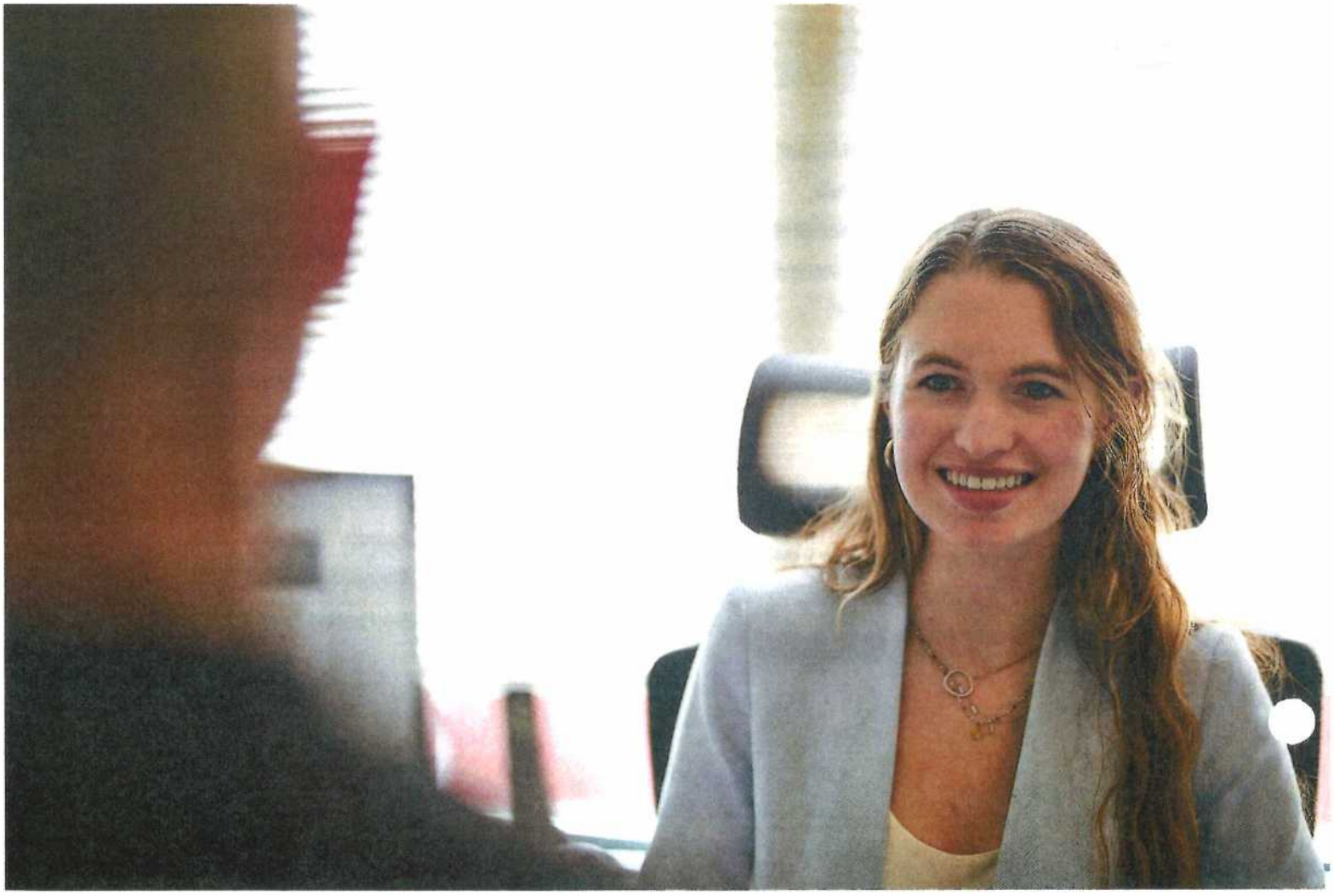
Client		Position
OH	Westerville	City Manager
OH	Westerville	Deputy Director of Planning and Development
OH	Westerville	Finance Director
OH	Worthington	Assistant Fire Chief
OH	Wyoming	City Manager
OR	Beaverton	City Manager
OR	Beaverton	Finance Director
OR	Beaverton	Interim City Manager
OR	Beaverton	Police Chief
OR	Beaverton	Public Works Director
OR	Clean Water Services	Chief Utility Operations Officer
OR	Confederated Tribes of Grand Ronder	Grant Program Manager
OR	Confederated Tribes of Grand Ronder	Tribal Civil Engineer
OR	Gresham	City Manager
OR	Gresham	Police Chief
OR	Hillsboro	Employee and Labor Relations Manager
OR	Hillsboro	Library Director
OR	Lake Oswego	City Attorney
OR	Lane County	Public Works Director
OR	Metro	Planning, Development, and Research Director
OR	Multnomah County	Transportation Director
OR	Newberg	Assistant City Manager
OR	Newburg	Police Chief
OR	Newberg	Public Works Director
OR	Salem	City Manager
OR	Scappoose	Finance Administrator
OR	Sunrise Water Authority	Finance Director
OR	Tigard	Assistant City Manager
OR	Tigard	Finance Director
OR	Tigard	Human Resources Director
OR	Tigard	IT Director
OR	Tualatin	City Attorney
OR	Tualatin Hills Park & Recreation District	Chief Financial Officer
OR	Tualatin Hills Park & Recreation District	City Attorney
OR	Tualatin Hills Park & Recreation District	District Finance Director
OR	Washington County	County Administrator
OR	Washington County	Interim County Administrator
OR	Washington County	Chief Financial Officer
OR	Washington County	County Counsel
OR	Washington County	Assistant County Administrators
PA	Breakneck Creek Regional Authority	Manager
PA	Carlisle Borough	Police Chief
PA	Farrell	City Manager
SC	Mount Pleasant Waterworks	General Manager
TX	Abilene	City Engineer
TX	Abilene	Library Director
TX	Lancaster	Assistant City Manager
TX	Lancaster	Finance Director
TX	University Park	Human Resources Director
VA	Albemarle County	Chief Financial Officer
VA	Albemarle County	County Attorney
VA	Albemarle County	Deputy Director of Community Development
VA	Albemarle County	Police Chief
VA	Albemarle County	DEI Director
VA	Albemarle County	Deputy Chief Financial Officer
VA	Albemarle County	Diversity, Equity, and Inclusion Director
VA	Albemarle County	Human Resources Director
VA	Alexandria	Controller
VA	Arlington County	Central Library Services Division Chief*

Client		Position
VA	Arlington County	Housing Director*
VA	Ashland	Town Manager
VA	Bedford County	County Administrator
VA	Bedford County	Deputy Fire Chief*
VA	Bedford County	Finance Director
VA	Chesapeake	Chief Information Officer
VA	Fairfax	City Manager
VA	Fairfax	Police Chief
VA	Fairfax County	County Executive
VA	Fairfax County	Deputy County Executive
VA	Fauquier County	County Administrator
VA	Harrisonburg	City Manager
VA	Harrisonburg	Human Resources Director
VA	Harrisonburg	Police Chief
VA	Harrisonburg-Rockingham Regional Sewer Authority (HRRSA)	Executive Director
VA	Leesburg	Town Attorney
VA	Leesburg	Planning and Zoning Director
VA	Loudoun County	Animal Services Director
VA	Loudoun County	Assistant County Administrator
VA	Loudoun County	Assistant Director of Human Resources
VA	Loudoun County	Chief Financial Officer
VA	Loudoun County	County Attorney
VA	Loudoun County	Economic Development Director
VA	Loudoun County	Family Services Director
VA	Loudoun County	Finance Director
VA	Loudoun County	Housing and Community Development Director
VA	Loudoun County	Information Technology Director
VA	Loudoun County	Mapping and Geographic Information Director
VA	Loudoun County	Mental Health, Substance Abuse, and Developmental Services Director
VA	Loudoun County	Parks, Recreation, and Community Services Director
VA	Loudoun County	Planning and Zoning Director
VA	Loudoun County	Systemwide Fire Chief
VA	Loudoun County	Community Corrections Director
VA	Newport News	Engineering Director
VA	Newport News	Waterworks Director
VA	Newport News	Human Resources Director
VA	Prince William County	Deputy County Executive for Public Safety
VA	Prince William County	Fire and Rescue System Chief
VA	Suffolk	Human Resources Director
VA	Virginia Retirement System	Human Resources Director
VA	Warrenton	Town Manager
WA	Bothell	City Manager
WA	Bothell	Community Development Director
WA	Bothell	Finance Director
WA	Camas	City Administrator
WA	Central Pierce Fire and Rescue	Fire Chief
WA	Sammamish	Public Works Director
WA	Shoreline	Administrative Services Director
WA	Shoreline	City Manager
WA	Shoreline	Human Resources and Organizational Development Director
WA	Shoreline	Human Resources Director
WA	Spokane Regional Health District	Community Health Director
WA	Spokane Regional Health District	Deputy Administrative Officer
WA	Spokane Regional Health District	Health Officer
WA	Spokane Regional Health District	Human Resources Manager
WI	Central Brown County Water Authority	Manager
WI	Mequon	City Administrator
WV	Morgantown	City Manager

Recruitment Team

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE CITY'S RECRUITMENT.

Our team includes senior-level professionals to provide experienced project leadership with support from talented consultant staff. This close-knit group has frequently collaborated on similar successful recruitments, providing the City with confidence in our capabilities. On the following pages, we have included resumes for each of our recruiting team members.



Catherine Tuck Parrish

PROJECT DIRECTOR/LEAD RECRUITER

Vice President – Executive Search

PROFILE

Catherine has 30 years of management experience working for local governments of all sizes, nonprofit organizations, and associations. She leads the firm's executive search practice and has conducted over 160 searches for manager/administrator; police chief; fire chief; directors of public works, planning, economic development, finance, human resources, and human services; and many other key positions in local governments across the country.

In addition to executive recruitment, she has facilitated numerous governing body workshops, staff retreats, and strategic planning sessions. Her work as a consultant includes project management and contributions to several local government projects such as process improvement studies, departmental assessments, planning and permitting process reviews, and policy development.

Catherine's most recent local government experience was as deputy city manager in Rockville, Maryland, where she oversaw parks and recreation, human resources, information technology, finance, neighborhood resources (citizen engagement), communications, customer service, and intergovernmental functions. She also served as acting city manager in Rockville for nearly a year. Before joining the City of Rockville, Catherine served as assistant to the county executive in Fairfax County, Virginia, working on change management issues, including a new pay system, employee surveys, implementation plans, and internal communication improvements. Catherine also served as an ethics advisor at the International City/County Management Association (ICMA), counseling elected officials and citizen groups regarding employment agreements, form of government issues, and recruitment. Additionally, she worked for the City of Denton, Texas.

She chaired the ICMA's Acting Manager Task Force, which produced a handbook for interim managers. She also led the Maryland City/County Management Association (MCCMA) as president and vice president. She served as president, vice president, and secretary of the Metropolitan Association of Local Government Assistants in the Washington, D.C. metro area. Catherine has spoken at national and state conferences on a variety of topics, including recruitment trends, civility, effective councils, ethics, forms of government, human resources, long-term financial planning, budget strategies, developing high performing organizations, and leadership. She has also spoken at the National League of Cities' Leadership Training Institute on recruiting and evaluating the CEO. She is a certified instructor of the Myers-Briggs Type Indicator instrument.

Specialties

- Executive search
- Strategic planning
- Facilitation
- Strategy development and implementation
- Community engagement
- Employee engagement

Professional History

- Raftelis: Vice President (2021-present); Senior Manager (2020-2021); Executive Search Practice Leader, The Novak Consulting Group (2010-2020)
- Management Partners: Senior Manager (2009-2010)
- City of Rockville, Maryland: Deputy City Manager/Acting City Manager/ Assistant City Manager (2001-2009)
- Fairfax County, Virginia: Assistant to the County Executive (1998 -2001)
- ICMA: Ethics Advisor/ Senior Local Government Programs Manager (1994-1998)
- City of Denton, Texas: Administrative Assistant to the City Manager (1990-1994)

Education

- Master of Public Administration - University of Kansas (1990)
- Bachelor of Arts in Communication Studies/Personnel Administration - University of Kansas (1988)

Professional Memberships

- International City/County Management Association (ICMA)
- Engaging Local Government Leaders (ELGL)
- Maryland City/County Management Association (MCCMA)

Jim Armstrong

SUBJECT MATTER EXPERT

Principal Consultant

Specialties

- Municipal budget development & financial management
- Organizational analysis
- Long term financial planning
- Establishment of performance management systems
- Strategic planning

Professional History

- Raftelis: Principal (2019-present)
- Ralph Andersen & Associates: Senior Consultant (2015-2018)
- Santa Barbara, California: City Administrator (2001-2014)
- Fullerton, California: City Manager (1992-2001)
- Anaheim, California: Assistant City Manager (1990-1992); Assistant to the City Manager (1979-1983); Administrative Assistant (1978-1979); Administrative Aide (1977-1978)
- Hanford, California: City Manager (1983-1990)

Education

- Master of Public Administration - California State University, Long Beach
- Bachelor of Arts in Psychology, Political Science, Cum Laude - University of California, Los Angeles

Professional Memberships

- Santa Barbara County City Managers Association: Chair
- Orange County City Managers Association: President
- South San Joaquin Valley City Managers Association: President
- International City/County Management Association: Life Member
- Santa Barbara Neighborhood Clinics: President of the Board
- Channel Islands YMCA: Chair of the Board, Treasurer
- Santa Barbara Rotary Foundation: President
- Santa Barbara County United Way: Board of Directors
- Aircraft Owners and Pilots Association
- Experimental Aircraft Association
- Liga International (Flying Doctors of Mercy)

PROFILE

Prior to joining Raftelis, Jim had a long and successful local government career in four California cities. Most recently, he served as City Administrator of Santa Barbara from 2001 to 2014. During his tenure, he successfully led the City through the 2008-10 recession; completion of a General Plan update; two major wildland fires; and the dissolution of the City's Redevelopment Agency. He was instrumental in the creation of the City's Neighborhood Improvement Task Force and the South Coast Task Force on Youth Gangs. Santa Barbara also implemented a comprehensive performance management program under Jim's direction.

After leaving government service, Jim has provided consulting services for several California cities and special districts. His assignments have included management studies, executive recruitments, and development of long-term financial plans. He is known for his extensive knowledge of local government finance, budgeting and financial analyses.

RELEVANT PROFESSIONAL EXPERIENCE

Ralph Andersen & Associates: Senior Consultant (2015-2018)

Jim served as senior consultant conducting city manager and senior level executive recruitments and management studies for cities and special districts throughout California. Management studies included a high-level review of a city's entire departmental operations; development of a cost-benefit model to determine the feasibility of creating a municipal police department; and evaluation of management systems at a community college district.

Santa Barbara (CA): City Administrator (2001-2014)

Served as City Administrator and Redevelopment Executive Director of this well-known city with 90,000 residents, 1,000 employees and an annual budget of $275 million. Accomplishments include:

- Leading the organization successfully through a major downsizing as a result of the 2008-10 recession with a minimum disruption of services
- Successfully completing several important capital improvement projects including a new airline terminal, a major new downtown parking structure; important water and wastewater upgrades, and reconstruction of historic fire headquarters building
- Implementation of major organization efforts including a comprehensive performance management system, a modern communications strategy, and an award-winning sustainability program

- Development of revised budgeting and financial management systems that stabilized city finances, improved accountability, and increased transparency
- Completion of a new General Plan

Fullerton (CA): City Manager (1992-2001)
Served as City Manager and Redevelopment Executive Director of a full-service city with 130,000 residents, 800 employees and an annual budget of $125 million. Accomplishments included:

- Restoration of downtown business area that received state and national recognition
- Restructuring of city operations to deal with a major revenue shortfall, resulting in annual savings of $5 million
- Implementation of improved management systems that enhanced customer service, productivity tracking, internal communications, and employee morale
- Implementation of long-term planning efforts including infrastructure financing strategies, a Transportation Center Master plan, and water system master plan
- Participation on regional planning efforts which resulted in restructuring of the county solid waste system and implementation of a county-wide public safety communications system

Anaheim (CA): Assistant City Manager (1990-1992)
Served as Assistant City Manager of a large, diverse City with 300,000 residents, 2,000 employees and a budget exceeding $550 million. Duties included directly supervising eight departments, including Finance, Stadium, Convention Center, Parks and Recreation, and the Library. Accomplishments included:

- Serving on the city negotiating team to plan and implement the $1.5 billion expansion of Disneyland, improvement to the commercial recreation area, and a major expansion of the Anaheim Convention Center
- Serving as a member of the negotiating team that successfully negotiated the development of the Anaheim Arena, a 20,000-seat multipurpose facility

Hanford (CA): City Manager (1983-1990)
Served as City Manager and Redevelopment Executive Director of this full-service city with a population of 30,000 and 180 employees. Major accomplishments included:

- Numerous state and national awards for downtown restoration efforts
- Implementation of improved management systems to improve performance measurement, customer service, and budgeting
- Developed a solid waste joint powers authority in conjunction with the county and two other cities.

Anaheim (CA): Assistant to the City Manager (1979-1983)

- Served in progressively responsible positions in the city manager's office. Duties included working with city council members on specific policy issues, review of all council agenda items, supervision of the intergovernmental relations office and work on special projects.
- Managed public works maintenance functions for two years to create a new Department of Maintenance. Supervised five divisions of Public Works with a budget of $26 million and 400 employees
- Chaired task force in negotiations with Hilton Hotels, which resulted in a 50-year lease to construct a 1600 room hotel on city owned land
- Developed computerized work management system and productivity tracking system for use by all city departments.

Heather Gantz

RECRUITER

Senior Manager

PROFILE

Heather has over 20 years of leadership experience in recruiting, talent acquisition, and executive search, with the last 13 years focused on local government. She leads executive searches for the firm, where she is known for her thoroughness as well as engendering trusting relationships with both the client and candidate while providing exceptional customer service throughout the process.

Heather has conducted over 65 searches in the public sector. She has delivered positive search outcomes for dozens of high profile public organizations and is an expert at guiding strategy and tailoring outreach to find even the most niche candidates. Heather has successfully recruited for city and county managers and administrators, deputy and assistant managers, human resources, finance, community and economic development, public safety, parks and recreation, public works, and many more local government professionals. In addition, she has led numerous executive-level searches in the social/nonprofit sector and recruited leadership positions for technology, creative, accounting, and finance professionals in the private sector.

In addition to executive recruitment, Heather has experience supporting organizational effectiveness. She is known for providing effective leadership development and contributing to employee growth and development initiatives. Heather has advised individuals and small groups on career transition and job search strategies. Topics include knowledge and skill assessment, resume development, LinkedIn, networking, interview preparation, and salary and offer negotiation. Heather has also completed several leadership evaluations and performance reviews for local government leaders.

Heather has a passion for supporting diversity and innovation in the public sector. She served as an early Advisory Board Member for ELGL and remains an active and involved member in support of their mission of engaging the brightest minds in local government. In addition, Heather has served as a recurring speaker and presenter at the Northwest Women's Leadership Academy (NWWLA) in support of advancing women into leadership roles from a variety of backgrounds in local government.

Specialties

- Executive Search
- Leadership Development
- Employee Growth and Development
- Innovation
- Facilitation
- Project Management
- Community Engagement
- Diversity of Thought

Professional History

- Raftelis: Senior Manager (2022-present); Manager (2020 – 2021)
- Waldron: Director (2007-2020)
- Private Sector Recruiter (1996-2007)

Education

- Bachelor of Arts in Business Management - University of Phoenix (2000)

Professional Memberships

- Engaging Local Government Leaders (ELGL)

Pamela J. Wideman

RECRUITER

Senior Manager

PROFILE

Pamela has over 25 years of experience in leading local government teams, with the last 10 years in executive leadership with the City of Charlotte. She is adept at forging creative solutions to government and community issues at the local level, with service to the community as the foundation of her leadership style. She is known for her thoroughness as well as engendering trusting relationships with elected officials, executive leadership across public, private, and non-profit organizations, and residents, all while providing exceptional customer service throughout the process.

Pamela most recently served at the Director of the City of Charlotte's Housing & Neighborhood Services Department, leading a team of over 200 staff across five key divisions. Pamela has shaped Charlotte's affordable housing landscape and managed the oversight of millions of public dollars. She helped create and preserve over 4,600 affordable housing units, created, and successfully deployed COVID-19 Pandemic relief programs for rent, mortgage, utility, and deposit assistance to keep vulnerable residents housed during the pandemic, developed a new local rental subsidy program, and managed over $68 million in homelessness support and prevention.

During her work there, Pamela hired numerous staff members for her Department and participated on executive search panels for positions both with the City of Charlotte as well as with other municipalities and organizations. She is known for contributing to organizational growth and development initiatives. Pamela is highly sought after as speaker for her expertise in affordable housing and has spoken on numerous panels across the country. She has participated in numerous executive-level collaborations engaging multiple community partners in the business and philanthropic fields. Pamela strongly believes that "service is the rent we pay for living on this earth" and is often asked to share her public sector experiences with students, professional trade organizations, and local municipalities.

Pamela has a passion for developing and implementing solutions that serve the community. She served as an early Advisory Member for the Greenlight Fund in Charlotte, and on the Mayors and CEOs Committee for U.S. Housing Investment. Pamela was awarded the Master of Public Administration Alumna of the Year and received a Leadership in Black Excellence from her alma mater, the University of North Carolina – Charlotte. She was also recognized as a Women's In Leadership Champion by the Charlotte Chapter of the Urban Land Institute. Additionally, she was recognized as one of the top 10 "Behind the Scenes" newsmakers by the Charlotte Business Journal in both 2017 and 2020. She currently serves as a member of the International City/County Management Association, the Urban Land Institute, and the National Forum for Black Public Administrators.

Previously, she served on the Board of Directors for the PNC Community Development Bank and as the Vice-Chair of the N.C. Department of Transportation's Affordable Housing Committee where she provided guidance and recommendations for policy and funding approaches to support and encourage the development of affordable housing near transit stops. She is past President of the Southern Piedmont Chapter of the National Forum for Black Public Administrators and a former member of the Board of Directors for the Mental Health Association of the Greater Carolinas.

Specialties

- Executive Level Management
- Hiring and Recruitment
- Affordable Housing Expertise
- Community Development Policy and Program Development
- Team Development & Leadership
- Consensus Building
- Community Engagement
- Budget Management

Professional History

- Raftelis: Manager (2021 – Present)
- City of Charlotte: Director of Housing & Neighborhood Services (2017 – 2021)
- City of Charlotte: Housing & Neighborhood Services Deputy Director (2008 – 2016)
- City of Charlotte: Housing & Neighborhood Services Supervisor (2006 – 2008)
- City of Charlotte: Budget Analyst (2003 – 2006)

Education

- Harvard Kennedy School -Senior Executives in State and Local Government (2015)
- UNC-Chapel Hill - Municipal Administration (2007)
- University of North Carolina at Charlotte- Master's in Public Administration (2006)
- Belmont Abbey College -Bachelor of Arts in Business Administration (1999)

Professional Memberships

- International City/County Managers Association
- Urban Land Institute
- National Forum for Black Public Administrators

Robert Colichio

RECRUITMENT SPECIALIST

Senior Consultant

PROFILE

Robert has over seven years in full lifecycle recruiting, sourcing, interviewing, and professional coaching. As a recruiter Robert has engaged in searches within both the public and social sector. He has successfully worked on recruitments for city and county managers and administrators, deputy and assistant managers, and various director and managerial roles in human resources, finance, community and economic development, public safety, parks and recreation, and public works.

In addition to executive recruiting, Robert has over eight years of combined experience in professional development, career coaching, and career transition management. With over 500 clients served leading and coaching them through complicated organizational change ranging from individual executive employees transitions to large reductions in force. Work with these clients often included one-on-one coaching over the course of multiple months. Robert additionally hosted and development multiple large group workshops for companies. He further has extensive and diverse project management experience including technology changes and implementations.

Robert has a Master of Business Administration degree with an emphasis in organizational behavior and a Bachelor of Science in Business Administration with dual concentrations in operational management and marketing with a minor in economics.

Specialties

- Executive search
- Project management
- Facilitation
- Employee growth and development
- Data analysis

Professional History

- Raftelis: Consultant (2021-present)
- Waldron: Senior Consultant and Coach (2013-2021)
- Portland State University: Graduate Teaching Assistant (2010-2012)
- Private Sector Consultant: Strategic Planning and Marketing Development (2008-2012)
- Skanska USA: Project and Client Relations Coordinator (2006-2008)

Education

- Master of Business Administration in Organizational Behavior - Portland State University, School of Business (2012)
- Bachelor of Science in Business Administration - University of Oregon, Lundquist College of Business (2006)

Professional Memberships

- SHRM/PHRMA

Kelsey Batt

RECRUITMENT SPECIALIST

Associate Consultant

PROFILE

Before joining Raftelis as a recruitment specialist in 2021, Kelsey earned her bachelor's degree in Professional Writing and Creative Writing from Purdue University in West Lafayette, Indiana.

During her time as a student, Kelsey worked at the Purdue Writing Lab as an undergraduate tutor where she paired with over 1,000 undergraduate and graduate students to help develop positive relationships with both writing and the English language. She also competed on the women's Track and Cross-Country teams while at Purdue.

She has previously worked as a copywriter at Sweetwater Sound where she developed the company's first Copy Style Guide and proposed several researched marketing strategies, focusing on inclusion amidst gender inequality in the music industry. Her ideas can be seen implemented throughout their current sales website and internally. Kelsey also has experience in marketing from her time at SDI Innovations where she was responsible for producing and editing social media and blog content. Kelsey enjoys consuming and contributing to the world of journalism, having worked as a student journalist at the Purdue Exponent for several years.

Specialties

- Executive search
- Recruiting
- Editing

Professional History

- Raftelis: Associate Consultant (2021-present)
- The Purdue Writing Lab & Purdue OWL (2017-2021)

Education

- Bachelor of Arts, School of Liberal Arts – Purdue University, West Lafayette, IN (2021)

Alexa Worrell

RECRUITMENT SPECIALIST

Associate Consultant

Specialties

- Executive search
- Recruiting
- Relationship building

Professional History

- Raftelis: Associate Consultant (2022-present)
- Textron Specialized Vehicles: Talent Generalist (2021-2021)

Education

- Bachelor of Arts, School of Liberal Arts – Miami University, Oxford, OH (2021)

PROFILE

In May 2022, Alexa joined Raftelis as a recruitment specialist, having completed an internship with the firm's Executive Recruitment Team where she supported numerous search activities.

Prior to Raftelis, Alexa worked as a Talent Generalist Intern at Textron Specialized Vehicles, where she developed a comprehensive leave process guide to ensure more consistent application of the company's policies; researched human resource procedures, policies, and applicable employment laws; and marketed and facilitated an informational event for employees to set up banking needs.

Through her prior work as a Receptionist/HR Assistant, Alexa developed her interviewing and recruiting skills and gained experience in redesigning training manuals for various roles to enhance training processes for future hires.

During her time as a student, Alexa served as recruitment chair of her sorority, where she recruited a new incoming class of over 30 members while also developing positive relationships with the new class and the established members in the chapter. She also assisted with facilitating monthly business development events as a member coordinator for the Advancing Women in Entrepreneurship Business Club.

Alexa earned her bachelor's degree in Sociology and Human Capital Leadership and Management from Miami University in Oxford, Ohio.

Cost for Services

The total fixed fee to complete the City Manager recruitment, as outlined in this proposal, is $34,800. This includes all professional fees and expenses for Raftelis.

We estimate the following additional costs to the City, which would be billed at cost.

Advertising	Approximately $2,000-$2,500
Background checks	Estimated at $175-$500/finalist
Finalists' interview travel	Borne and reimbursed directly to the finalists by the City

Advertising and background checks are invoiced as completed. The fixed fee will be invoiced as follows:

Activity 1 – $10,559	After delivery of the recruitment documents • Recruitment plan • Recruitment brochure • First-year goals
Activity 2 – $15,403	After the candidate review
Activity 3 – $8,838	After the interviews are completed

Should the City choose the option for community engagement through an online survey, the total fixed fee to complete the City Manager recruitment, as outlined in this proposal, is $37,400. This includes all professional fees and expenses for Raftelis. Advertising and background checks costs will be the same as above and invoiced as completed.

Within six (6) months of the final interview process, should an additional candidate be hired by the City from the pool of candidates presented by Raftelis for this project, the additional fee shall be one-third of the Professional Services Fee, but a minimum of $15,000.

CPS HR CONSULTING

PROPOSAL

City of Carpinteria

Executive Search for City Manager

April 5, 2023

SUBMITTED BY:
MELISSA ASHER
Sr. Practice Leader, Products and Services

CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834
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masher@cpshr.us
Tax ID: 68-0067209

www.cpshr.us

Your Path to Performance

CPS HR CONSULTING

April 5, 2023

Dave Durflinger, City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

Subject: Executive Search for City Manager

Submitted via email to: daved@capinterica.gov

Dear Dave,

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist City of Carpinteria (City) with the recruitment of a new City Manager. We are uniquely qualified to undertake this effort as we have vast experience in assisting non-profit and public agencies with executive search, screening, and placement.

We understand that each agency is unique, and our extensive experience allows us to tailor our process to specifically meet your needs. Our work with local government agencies throughout the United States gives us an in-depth understanding of government operations, programs, and services.

CPS HR offers a broad spectrum of human resource services while delivering personalized, results-oriented services, utilizing best practice methods of recruitment and selection strategies from our team of recruitment experts. Each recruitment is an opportunity to shape and prepare your organization for the future. We understand how important this transition is for you and are perfectly placed to assist you in this endeavor. Once this project begins, we will work with the City to tailor our process to highlight this exciting opportunity and attract the best possible candidates.

It is our commitment to work in partnership with your organization to a successful result. Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, **please contact me at masher@cpshr.us or (916) 471-3358.**

Sincerely,

Melissa Asher

Melissa Asher
Senior Practice Leader, Products and Services

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Our Background and Experience

About CPS HR Consulting

CPS HR Consulting has been assisting organizations with their talent management needs for over 35 years. We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America. Our core competency is its knowledge of and expertise in the public sector.

OUR VISION:

Enabling people to realize the promise of public service

CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of organizational strategy, recruitment and selection, training and development, and organization and workforce management.

CPS HR occupies a unique position among its competitors in the field of government consulting; as a Joint Powers Authority, whose charter mandates that we serve only public sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts, Higher Education, and Non-Profit Organizations. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to their communities. That understanding, combined with our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients' operational and business needs.

With more than 110 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that help public sector organizations impact the communities they serve. CPS HR has worked with more than 1,200 government and public/non-profit clients throughout the United States and Canada.

Our headquarters are located in Sacramento, California. We have regional offices in Austin, TX; Littleton, CO; and Orange County, CA.

Recruitment Experts

CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the City 's unique needs. Our wealth of recruitment experience has been gained through ***more than 20 years*** of placing top and mid-level executives in public agencies throughout the United States.

- **Unmatched Recruitment Experience for Government Agencies.** CPS HR has extensive **experience** in recruiting executive-level professionals for public agencies across the United States. As a public Agency ourselves, we understand how to work with and within government. Our understanding of public sector culture and policy uniquely sets us apart from our competitors.
- **Seasoned Executive Recruiters.** Our recruiters possess a high level of expertise in recruiting and placing executive-level professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience.
- **Detailed Needs Assessments.** We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.
- **Success Recruiting Non-Job Seeking Talent.** We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.
- **Vast Pool of Public Agency Contacts.** CPS HR maintains a database of candidates and an extensive network of external resources to leverage for executive-level positions. We utilize our vast pool of public and non-profit contacts to deliver a strong list of competitive candidates who will be well prepared to assist you in the accomplishment of your specific mission and goals.
- **Retention/Success Rate.** Our success rate is tied to the longevity of the candidates we place, **currently** more than 91% of our placements are still in their position after two years.
- **Partial list of recruitments.** Following is a brief listing of recent recruitments to show our experience with similar executive recruitments.

Agency	Title	Year Completed
City of Dallas (TX)	Assistant City Manager	Current
City of Surprise (AZ)	City Manager	Current
County of Yolo (CA)	County Administrative Officer	Current
City of Nogales (AZ)	City Manager	Current
City of Aztec (NM)	City Manager	Current
City of Phoenix, AZ	Assistant City Manager Deputy City Manager	Current
Schools Insurance Group	Executive Director	Current
City of Baytown, TX	City Manager	2023
City of Littleton, CO	Deputy City Manager	2023
Metropolitan Transportation Commission	Executive Director	2023
North of the River Recreation & Park District	General Manager	2023
Special District Risk Management Authority	Chief Executive Officer	2023
City of Piney Point Village (TX)	City Administrator	2022
City of Columbia, MO	City Manager	2022
City of Turlock, CA	City Manager	2022
City of Belaire, TX	City Manager	2022
City of Cleveland, TX	City Manager	2022
City of Piney Point Village, TX	City Administrator	2022
City of Dayton, TX	City Manager	2022
Central Contra Costa Sanitary District	Deputy General Manager	2022
Selma-Kingsburg-Fowler County Sanitation District	General Manager	2022
Indian Wells Valley Water District	General Manager	2022
San Diego County Water Authority	General Counsel	2022
Texas Recreation & Park Society	Executive Director	2022
Mid-Peninsula Water District	General Manager	2022

Agency	Title	Year Completed
City of Aurora (CO)	Deputy City Manager	2021
City of Dickinson (TX)	City Manager	2021
City of Dayton (TX)	City Manager	2021
City of San Leandro (CA)	City Manager	2021
County of Los Alamos (NM)	County Manager	2021
City of Hercules (CA)	City Manager	2021
City of Clayton (CA)	City Manager	2021
City of Marysville (CA)	City Manager	2021
County of Yolo (CA)	Assistant County Administrative Officer	2021
County of Flathead (MT)	County Administrator	2021
City of Tucson, AZ	Assistant City Manager	2021
City of Greeley (CO)	Deputy City Manager	2020
City of Reno (NV)	City Manager	2020
City of Bozeman (MT)	City Manager	2020
City of Avondale, AZ	Director of Economic Development	2020
City of Hollister, CA	City Manager	2020
Santa Clara Valley Habitat District, CA	CA Land and Resource Management Specialist	2020
City of Las Vegas, NV	Youth Development and Social Innovation Director	2020
County of Montgomery, MD	Behavioral Health and Crisis Services (Outreach only)	2020
City of Berkeley, CA	Director of Health, Housing and Community Services	2020
City of Bell, CA	Community Development Director	2020
County of Clark, NV	Community Development Director	2020
City of Fontana, CA	City Manager (Outreach only)	2020
Metropolitan Transportation Commission	Executive Director	2019
Schools Excess Liability Fund (SELF)	Chief Executive Officer	2019
County of Orange, CA	Chief Deputy Director, Social Services Agency	2019
San Bernardino County Housing Authority, CA	Assistant Director of Housing Services	2019

Agency	Title	Year Completed
Desert Healthcare District, CA	Chief Executive Officer	2019
San Mateo County Harbor District, CA	General Manager	2019
Turlock Irrigation District, CA	General Manager	2019
City of Oxnard, CA	Cultural and Community Affairs Director	2019
City of Richmond (CA)	City Manager	2019
City of Columbia (MO)	City Manager	2019
City of Union City (CA)	City Manager	2019
Town of Paradise Valley (AZ)	Town Manager	2019
City of Carson (CA)	City Manager	2019
City of East Palo Alto (CA)	City Manager	2019
City of Manitou Springs, CO	City Manager	2019
City of Union City, CA	City Manager	2019
City of Columbia, MO	City Manager	2019
Transportation Authority of Marin, CA	Executive Director	2019
Sonoma County Library District, CA	Executive Director	2019
Metropolitan Transportation Commission MTC	Executive Director	2019
East Contra Costa Irrigation District, CA	General Manager	2019
Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA), CA	Chief Executive Officer/Risk Manager	2019
Port of Long Beach, CA	Director of Government Affairs	2019
Alameda County Transportation Commission	Executive Director	2019
City of Clayton, CA	City Manager	2019

References

Provided below is a partial list of clients we have recently worked with in providing similar executive recruitment services. We are confident that these public-sector clients will tout our responsiveness and ability to successfully place candidates that were a good fit for their organization's needs.

CLIENT/POSITIONS	CONTACT(S)
City of Littleton 2255 W. Berry Avenue Littleton, CO 80120 Deputy City Manager (2023) Human Resources Director (2022) City Manager (2022)	Jim Becklenberg, City Manager 303-409-9063 jbecklenberg@littletongov.org
Metropolitan Transportation Commission 375 Beale Street, Suite 800 San Francisco, CA 94105 Executive Director (2023) Chief Financial Officer (2022) General Counsel (2021)	Nalungo Conley, Chief of Staff (415) 778-6741 nconley@bayareametro.gov
North of the River Recreation & Park District 3825 Riverlakes Drive Bakersfield, CA 93312 General Manager (2023)	Steve Ruettgers, Chair, Board of Directors (661) 332-8287 sruett@yahoo.com

Our Approach and Methodology

Our Project Approach

Key Stakeholder Involvement

The City Council (Council) on behalf of the City of Carpinteria must be intimately involved in the search for a new City Manager. Our approach assumes their direct participation in key phases of the search process. At the discretion of the City Council, other key stakeholders may also be invited to provide input for the development of the candidate profile.

City's Needs

A critical first step in a successful executive search is for the City Council to define the professional and personal qualities required of the City Manager. CPS HR has developed a very effective process that will permit the City Council to clarify the preferred future direction for the City; the specific challenges the City is likely to face in achieving this future direction; the working style and organizational climate the City Council wishes to establish with the City Manager; and ultimately, the professional and personal qualities required of the City Manager.

Commitment to Communication

Throughout the recruitment process, we are committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.). We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments. CPS HR's communication continues once you have selected the new City Manager. We will contact the City Council and the newly appointed City Manager within six months of appointment to ensure an effective transition has occurred.

Aggressive, Proactive, and Robust Recruitment

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for this position; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates. We use advertisements, directly email the outreach brochure, post messages and connect with potential candidates on business media such as LinkedIn, and of course, pick up the phone and call qualified individuals and referral sources.

Workplan

Our proposed executive search process is designed to provide the City with the full range of services required to ensure the ultimate selection of a new City Manager uniquely suited to the City's needs.

Phase I: Our consultant will meet with the City Council to ascertain the City's needs and ideal candidate attributes, to target our search efforts, and maximize candidate fit with the City.

Phase II: The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with contacts with qualified individuals from our extensive database.

Phase III: The selection process is customized for the City. CPS HR will work with the City Council to determine the process best suited to City of Carpinteria.

Phase I - Develop Candidate Profile and Recruitment Strategy

Task 1 - Review and Finalize Executive Search Process and Schedule

Task 2 - Key Stakeholder Meetings

Task 3 - Candidate Profile and Recruitment Strategy Development

Task 4 – Develop Recruitment Brochure

The first step in this engagement is a thorough review of the City's needs, culture and goals; the executive search process; and the schedule. CPS HR is prepared to meet with key stakeholders to obtain input in developing the ideal candidate profile and to assist us in understanding key issues and challenges that will face a new City Manager. Activities will include:

- Identifying key priorities for the new City Manager and the conditions and challenges likely to be encountered in achieving these priorities.
- Describing the type of working relationship the City Council wishes to establish with the City Manager.

- Generating lists of specific competencies, experiences, and personal attributes needed by the new City Manager in light of the discussions above.
- Discussing recruitment and selection strategies for the City Council's consideration to best produce the intended results.

CPS HR will provide a summary to the City stemming from these activities as an additional source of information for developing the candidate profile and selection criteria.

Following the completion of the workshop session, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the City for review. Please refer to **Appendix A** for a sample brochure. Additional brochure examples are available on our website at www.cpshr.us/recruitment-solutions/executive-search.

Phase II – Aggressive, Proactive, and Robust Recruitment

Task 1 – Place Advertisements

Task 2 - Identify and Contact Potential Candidates

Task 3 – Resume Review and Screening Interviews

Task 4 – City Council Selects Finalists

The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with personal contacts with qualified individuals from our extensive database.

CPS HR will prepare, submit for your approval, and publish advertisements on professional and affiliate websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy.

As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of the opening and to attract appropriate individuals who fit the special needs of our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks.

CPS HR is focused on reaching a diverse candidate pool and would recommend publications/websites that are targeted to minority and female candidates. In addition to placing ads on websites aimed at minority candidates, we will contact leaders within appropriate associations to gain their insight and referrals of possible candidates.

Within the past three years, more than 57% of our executive level placements have been minority and/or female candidates.

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the City Manager brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

CPS HR maintains a comprehensive, up-to-date database of industry leaders and experienced professionals; however, we do not rely solely upon our current database. We also conduct research to target individuals relevant to your specific needs and expectations to ensure that we are thorough in our efforts to market this position to the appropriate audience and to garner a diverse and quality pool of candidates. We will:

- Convey a strong sense of the purpose and strategy of the City. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.
- Provide guidance and resources to candidates regarding the area's cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering relocating to the area.
- Actively seek highly qualified candidates who may be attracted by the prospect of collaboration with other departments, providing exceptional leadership to the City or continuing to ensure the public confidence in the integrity of the City.

CPS HR will directly receive and initially screen all resumes. This screening process is specifically designed to assess the personal and professional attributes the City is seeking and will include a thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials. CPS HR will personally speak to selected candidates during a preliminary screening interview and will spend extensive time ascertaining each candidate's long-term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will gather data on any other unique aspects specific to this recruitment based upon the candidate profile, as well as conduct internet research on each candidate interviewed.

CPS HR will prepare a written report that summarizes the results of the recruitment process and recommends candidates for further consideration by the City Council. Typically, the report will recommend five to eight highly qualified candidates and will include resumes and a profile on each interviewee's background. CPS HR will meet with the City Council to review this report and to assist them in selecting a group of finalists for further evaluation.

Phase III – Selection

Task 1 - Design Selection Process

Task 2 - Administer Selection Process

Task 3 – Final Preparation for Appointment

Task 4 – Contract Negotiation (if requested)

CPS HR will design a draft selection process based on information gathered in Phase I. We will meet with the City to review this process and discuss the City's preferred approach in assessing the final candidates. The selection process will typically include an in-depth interview with each candidate but may also include other selection assessments such as an oral presentation, preparation of written materials, and/or problem-solving exercises.

We will coordinate all aspects of the selection process for the City. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; facilitating the interviews; assisting the City with deliberation of the results; and contacting both successful and unsuccessful candidates.

Following the completion of the selection process, CPS HR will be available to complete the following components:

- ***Arrange Follow-up Interviews/Final Assessment Process:*** Should the City wish to arrange follow-up interviews and/or conduct a final assessment in order to make a selection, CPS HR will coordinate this effort.
- ***Conduct In-Depth Reference Checks:*** The in-depth reference checks are a comprehensive 360-degree evaluation process whereby we speak with current and previous supervisors, peers, and direct reports. (It is our policy to not contact current supervisors until a job offer is made, contingent upon that reference being successfully completed, so as not to jeopardize the candidates' current employment situation.) Candidates are requested to provide a minimum of six references. CPS HR is able to ascertain significant, detailed information from reference sources due to our commitment to each individual of confidentiality, which leads to a willingness to have an open and candid discussion and results in the best appointment for the City. A written (anonymous) summary of the reference checks is provided to the City.
- ***Conduct Background Checks:*** Upon a conditional job offer, we will arrange for a background check of a candidate's records on driving, criminal and civil court, credit history, education, published news, and other sensitive items. Should any negative or questionable content appear during these checks, CPS HR will have a thorough discussion with the finalist(s) and will present a full picture of the situation to the City for further review.

- ***Contract Negotiation (if requested):*** Successful negotiations are critically important, and we are available to serve as your representative in this process. With our expertise, we can advise you regarding current approaches to various components of an employment package. We can represent your interests with regards to salary, benefits, employment agreements, housing, relocation, and other aspects, with the ultimate goal of securing your chosen candidate.

Timeline

The project team CPS HR has selected is prepared to begin work **60 days** from the receipt of a fully executed contractual agreement. All search activities up to and including the selection of a new City Manager can be completed in 14 to 16 weeks. The precise schedule will depend on the placement of advertising on appropriate professional and affiliate websites, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is presented below.

Task Name	Month 1				Month 2				Month 3				Month 4			
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting	➤															
Draft Brochure		➤														
Brochure Approved/ Printed & Place Ads		➤														
Aggressive Recruiting					➤											
Final Filing Date						➤										
Preliminary Screening							➤									
Present Leading Candidates									➤							
Semi-finalist Interviews										➤						
Reference/ Background Checks												➤				
Final Interviews												➤				
Appointment													➤			
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Scope of Services

Our proposed executive search process is designed to provide the organization with the full range of services required to ensure the ultimate selection of a candidate uniquely suited to the organization's needs. CPS HR can perform Outreach/Advertising, Partial Recruitment or Full Recruitment based on the needs of the organization.

Task	Description	Outreach	Partial	Full
Phase I - Develop Candidate Profile and Recruitment Strategy				
1	Development of Timeline & Workplan		X	X
2	Meetings with Hiring Manager/Key Stakeholders	X	X	X
3	Develop Candidate Profile	X	X	X
4	Develop Recruitment Brochure	X	X	X
Phase II – Aggressive, Proactive, and Robust Recruitment				
1	Place Paid Advertising	X	X	X
2	Identify and Contact Potential Candidates	X	X	X
3	Review Application Materials		X	X
4	Conduct Screening Interview		X	X
5	Submit Client Report		X	X
6	Client Meeting to Select Semifinalists		X	X
7	Notify Candidates		X	X
Phase III – Selection				
1	Prepare Assessment			X
2	Schedule Candidates; Coordinate Travel			X

Task	Description	Outreach	Partial	Full
3	Schedule Candidates; Coordinate Travel			X
4	Facilitate Finalist Selection Process			X
5	Conduct Reference/Background Checks			X
6	Assist in Negotiation (if requested)			X

Our Executive Recruiting Team

CPS HR has assembled a strong project team with each member possessing extensive recruiting experience and a direct, in-depth understanding of local government. Your dedicated Project Manager will be ***David Niemeyer***. He will work collectively with our exceptional support staff to fulfill the City's needs in a timely and effective manner.

We are committed to providing each of our clients the same level of service excellence, and we take great care not to take on more work than this commitment allows. We will not utilize subcontractors for these services. No staff members will be removed or replaced without the prior written concurrence of the City.

Role/Project Assignment	Name	Phone	Email
Executive Recruiter	David Niemeyer	(916) 471-3366	dniemeyer@cpshr.us
Associate Executive Recruiter	Rachael Danke	(916) 471-3323	rdanke@cpshr.us
Associate Executive Recruiter	Fatima Nukic	(916) 471-3308	fnukic@cpshr.us

Team Biographies

David Niemeyer, Executive Recruiter

David Niemeyer brings extensive experience in government services to the CPS HR Consulting Executive Recruitment team. Through his roles as Village Manager, City Manager, Village Administrator, and City Administrator/Assistant to the Mayor all in the state of Illinois. Human resources and senior executive recruitment are areas that he excels in and thoroughly enjoys.

Mr. Niemeyer led recruitments for over 15 department head vacancies as well as numerous other management positions. This included preparing recruitment profiles and brochures, screening candidates and creating a list of top candidates for the elected officials, developing interview questions, managing assessment centers, conducting background checks, and negotiating employment offers. His most recent large recruitment was for the police chief of Tinley Park which included a day long assessment center.

Additionally, he has worked in a variety of different communities in terms of wealth, demographic, political stability, culture and differing goals. A candidate that is successful in one community may not be successful in other, and so it is important that a recruiter understands the importance of candidate fit in an organization. Mr. Niemeyer's experience in diverse communities will help in screening candidates that are a good match for an organization.

Rachael Danke, Associate Executive Recruiter

Rachael Danke has spent her entire career in the non-profit and public sectors. With over five years of experience in Human Resources, Rachael has assisted multiple agencies throughout the nation with their talent attraction and retention needs. Rachael has experience recruiting for roles such as Chief of Police, Director of Public Works, Director of Human Resources, Executive Director, and other executive roles for Counties, Cities, and Special Districts. She is currently finishing her Master's Degree in Human Resources at Pepperdine University and is excited to continue to attract new talent to the public sector using innovative techniques such as Virtual Career Fairs and talent engagement.

Fatima Nukic, Associate Executive Recruiter

Fatima Nukic has over ten years of professional experience in the public sector. She has assistant on a wide range of recruitments for county, city, special district, and association executives including executive director, city attorney, police chief, human resources director, finance director, health and human services director, risk manager, environmental resources director, to name a few. Ms. Nukic is an action-oriented and results-driven leader who thrives on finding new ways to promote recruitments and finding ideal candidates. She brings an extensive background in promoting, sourcing, and social media marketing to her role as an Associate Executive Recruiter at CPS HR Consulting.

Cost Schedule

Professional Services

Our professional fixed fee covers all CPS HR services and deliverables associated with each of our 3 Recruitment Options: Outreach/Advertising Only, Partial Recruitment and Full Recruitment. A marketing brochure and paid advertising are included in all 3 project types. Timelines are an approximation if there are no delays in the process.

Professional Fixed Fee*	
Outreach Only Recruitment (Fixed Flat Fee)	**$10,000**
Partial Recruitment (Fixed Flat Fee)	**$20,000**
Professional Services for Full Recruitment (Fixed Flat Fee)	**$30,000**

** Professional fees for a Partial and Full recruitment would be billed and paid monthly. Professional fees for an Outreach/Advertising project will be billed and paid in full after the completion of the project.*

One-Year Service Guarantee

If the employment of the candidate selected and appointed by the City as a result of a full executive recruitment *(Phases I, II, and III)* comes to an end before the completion of the first year of service, CPS HR will provide the City with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The City would be responsible only for expenses such as re-advertising, consultant travel, additional background checks, etc. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.

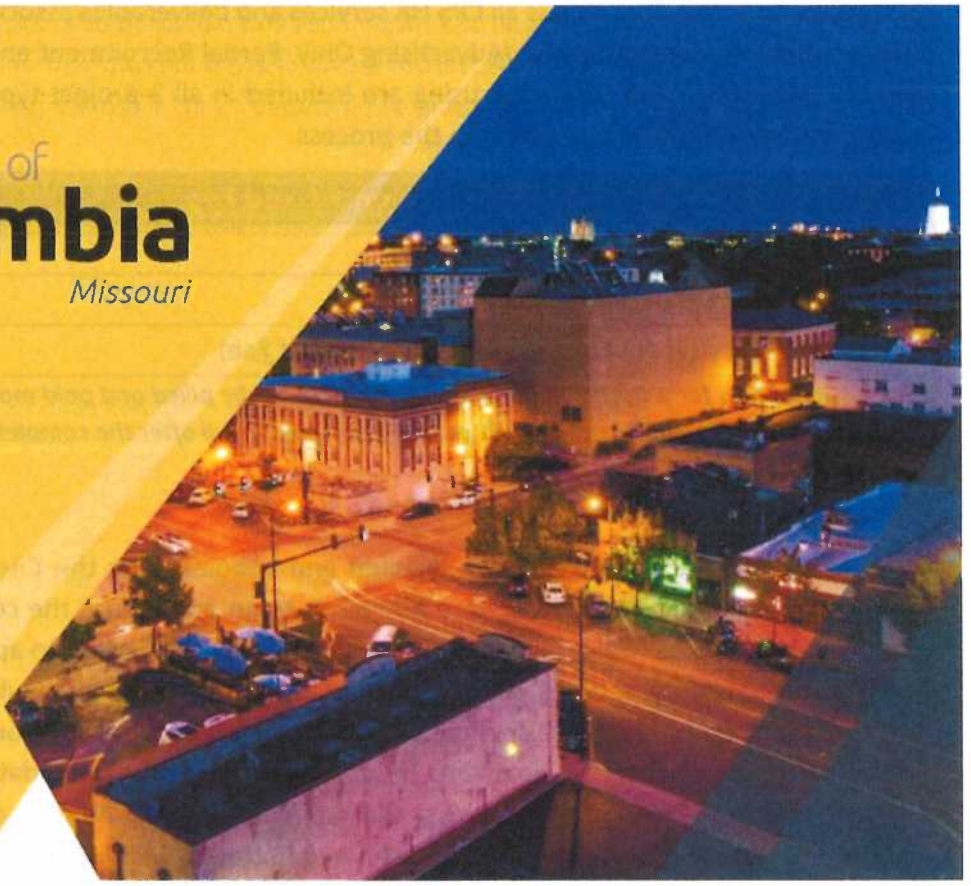
CPS HR CONSULTING

We thank you for your consideration of our proposal. We are committed to providing high quality and expert solutions and look forward to partnering with City of Carpinteria in this important endeavor.

Appendix A – Work Sample

Recruitment Brochure Example

city of
Columbia
Missouri



City Manager

Our Mission: To serve the public through democratic, transparent and efficient government.

Become Part of a Community

Often described as vibrant, diverse, innovative and progressive, the City of Columbia is centrally located in the heart of Missouri. Columbia is the county seat of Boone County and is 120 miles from both St. Louis and Kansas City. The state capital of Jefferson City is just 30 miles to the south. Founded in 1821, Columbia is now Missouri's fourth largest and fastest growing city, with a population of approximately 122,000, plus an influx of non-resident students.

Originally an agricultural town, today the city is known for its vitality and high quality of life. The city enjoys an active economy powered by education, healthcare and financial services. As the hub of Missouri higher education, Columbia is home to the second-oldest women's college in the country - Stephens College (1833), the state's flagship higher education institution - the University of Missouri (1839), as well as Columbia College (1851). Several large companies have headquarters in Columbia, including Shelter Insurance, Veterans United Home Loans (No. 23 in Fortune Magazine's 100 Best Companies to Work For) and MFA Oil. There is also a strong presence of entrepreneurs and small businesses that thrive in the community. Columbia is a regional healthcare powerhouse driving medical innovation through the University of Missouri Health Care system, Boone Hospital Center, and Harry S. Truman Memorial Veterans' Hospital. Columbia's strong economic base, community-oriented environment, and college town atmosphere continues to attract new residents and new investment.

Columbia's downtown, called "The District," offers an exciting mix of unique restaurants, specialty stores, art galleries and coffee shops. The District has over 70 restaurants and bars to choose from and boasts over 45 live performances every week in an eclectic mix of venues, from the Historic Missouri Theatre, the Blue Note and casual venues, aromatic coffee houses to state-of-the-art clubs as well as its beautiful historical architecture, sidewalk cafes and street musicians.

Outdoor activities are plentiful and important to the residents of Columbia. The award-winning Columbia Parks and Recreation Department maintains over 42 parks and recreation facilities on more than 2,400 acres, along with numerous county, state and federal parklands located close by. All three higher education institutions have athletics programs, including the University of Missouri, which is part of the Division I Southeastern Conference (SEC). Columbia is also home to the internationally-recognized True/False documentary film festival, the Roots n' Blues music festival and Unbound book festival which attract artists and visitors from across the country.

Columbia Public Schools is the seventh largest district in the state. It includes 21 elementary schools, six middle schools, four high schools and the Columbia Area Career Center, as well as an early childhood program, with an enrollment of 18,552 students. 90 to 95 percent of Columbia students extend their education beyond high school. Columbia Public Schools is nationally recognized as a District of Distinction by District Administration magazine. There are also several highly-regarded private schools: Christian Fellowship School, Columbia Independent School, Heritage Academy, Christian Chapel Academy and Father Augustine Tolton Regional Catholic High School.

To learn more go to: www.como.gov

Vision

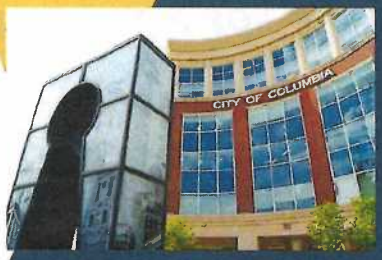
Columbia is the best place for everyone to live, work, learn and play.

City Government

The City of Columbia's current government was established by a home rule charter adopted by voters on March 29, 1949, which established a Council-Manager form of government. The City Council is made up of seven members, including six members elected by each of Columbia's six single-member wards, plus an at-large Mayor, who is elected by all city voters. They are elected to staggered three-year terms.

Columbia is a full-service city that, in addition to typical municipal services, also provides all utility services including electric, water, solid waste, sewer and stormwater. Plus, the City provides public health and human services, public transportation and manages a growing municipal airport. The fiscal year 2019 budget is approximately $431.9 million for all service lines and includes 1,507 permanent full-time employees.

To view the proposed budget click here or visit CoMo.gov and search "2019 budget."



Core Values

- **Service:** We exist to provide the best possible service to all.
- **Communication:** We listen and respond with clear, compassionate and timely communication.
- **Continuous Improvement:** We value excellence through planning, learning and innovative practices.
- **Integrity:** Our employees are ethical, fair, honest and responsible.
- **Teamwork:** We achieve results by valuing diversity and partnerships within our own organization and the community.
- **Stewardship:** We are responsible with the resources the community entrusts to us.

City Manager

Appointed by and serving at the pleasure of the City Council, the City Manager acts as the chief executive officer for the City of Columbia's government. S/he provides strategic guidance and leadership for all City functions and services. The City Manager will:

- Plan, manage, and assign initiatives, tasks, and activities of major City departments, providing supervision and executive guidance to department heads as needed.
- Oversee the development of strategic goals and policies for the expansion and improvement of City services.
- Coordinate the evaluation of City programs and provide feedback.
- Direct the preparation and execution of the City budget and make budgetary recommendations to the City Council.
- Prepare annual reports on the progress and development of City programs and projects.
- Coordinate City functions and communications with other local and state government agencies.
- Communicate with the general public and other governmental organizations in a robust print and broadcast media market.

During a series of discussions with the Mayor, City Council, community and business leaders, and open community forums, a portrait of the City's Ideal Candidate emerged – the descriptors included:

Opportunities

- While the next City Manager will inherit a knowledgeable, seasoned staff to assist in guiding their transition into this role, there will also be opportunities to attract and accentuate this dedicated team of staff members.
- Many large businesses are locating in Columbia and creating more jobs. The University of Missouri Research Reactor Center is the largest research reactor in the United States and produces radioisotopes used in nuclear medicine. This led Northwest Isotopes LLC to bring their radioisotope production facility to Columbia, which will include new jobs. Additionally, large employers like Aurora Organic Dairy and American Outdoor Brands are actively hiring.
- After years of tremendous growth in users and service, Columbia Regional Airport is about to embark on a new, voter-approved replacement of the Airport Terminal. This expansion is one of the City Council's highest priorities.
- The City Council is currently in the final year of their 2016-2019 Strategic Plan and it represented the City's effort toward the common cause of making Columbia a place where all families cannot only live… *but thrive*. The next City Manager will figure greatly in the City's next planning effort.

Ideal Candidate

The City of Columbia is seeking an experienced and visionary leader who values and engenders transparency, equity and inclusion, and open and honest communication. The successful candidate will lead the City's commitment to cultural, racial and social equity as well as economic and educational diversity. The ideal candidate will bring experience in a diverse mid- to large-size city that offers an array of municipal services and has embraced innovative strategies to continue to provide those services while dealing with the realities of municipal budget constraints. This fiscally savvy, business-minded individual will be dedicated to the improvement of City services across all sectors of the population. Additionally, the successful candidate will be a bridge builder who embraces collaborative partnerships, and will use these relationships to improve services and create efficiencies through the implementation of strategic objectives. The new City Manager will possess the emotional intelligence necessary to effectively lead and manage a diverse, high-performing staff, and the political aptitude to anticipate and plan for issues of concern. Exceptional communication skills and a leadership presence, both within the organization and in the community, supported by tangible accomplishments, are expected.

Additional characteristics/experience identified as providing value:

- Experience with and embrace of Community Oriented Policing.
- An approachable demeanor and engagement with an involved citizenry.
- Significant experience in media relations, messaging, and strategy as well as the ability to communicate transparently in an active print and broadcast media market.
- Dedicated to the promise of realizing economic prosperity for the entire community and addressing social inequities.
- Experience collaborating with a major college or university.
- A background in fast-growing communities balancing development with smart-growth principals.
- Believes the City Manager is a visible community member and values civic participation.
- Possess practical business acumen combined with an awareness of the progressive nature of Columbia politics.

Columbia seeks an experienced and visionary leader who values and engenders transparency, equity and inclusion, and open, honest communication.

Education and Experience

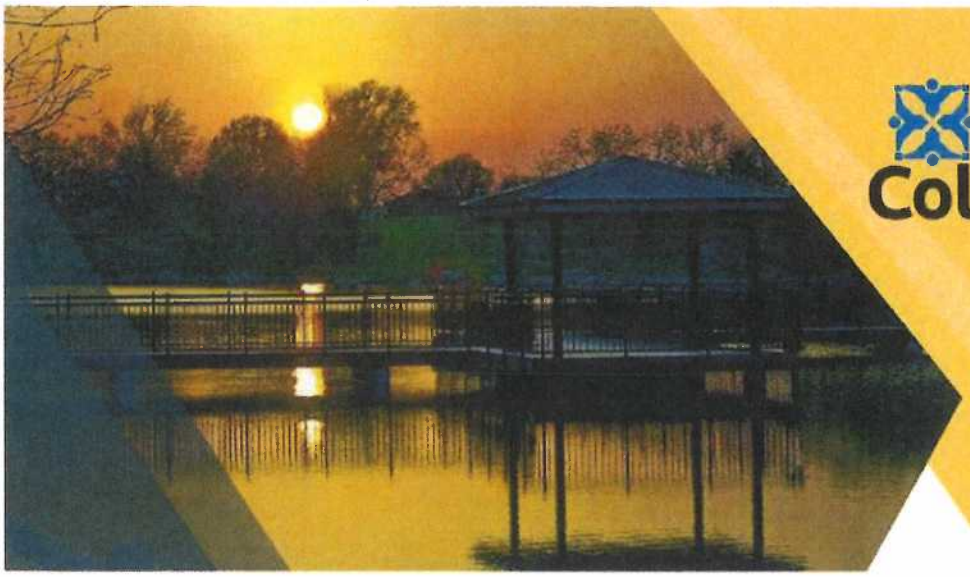
The ideal candidate will possess no less than 10 years of increasingly responsible experience performing complex budgetary, financial, policy and organizational analysis duties. Experience working directly with an elected council or board in a comparably sized organization is preferred. A Bachelor's degree in business, public administration or a related field is desirable with a Master's degree preferred.

Compensation

Compensation and benefit package will be competitive and negotiable depending on the experience and qualifications of the chosen candidate.

Accolades

- Human Rights Campaign's Municipal Equality Index: In 2018, the City of Columbia earned an all-star rating and a perfect score of 100 points on the Human Rights Campaign's Municipal Equality Index. The Index scores the support the City and community provide to the LGBTQ community.
- Health Rankings: Columbia/Boone County continues to rank as one of the healthiest counties in the state in the annual County Health Rankings study, which rates counties in terms of residents' overall health and illustrates just how much a person's health is determined outside their doctor's office, by both their behaviors and their environment. In 2018, Boone County ranked No. 9 in health outcomes and No. 7 in health factors.
- Top 100 Best Places to Live: In 2018, Livability selected Columbia as No.21 in their list of Top 100 Best Places to Live. Columbia was chosen due to quality of life features like a strong healthcare system, thriving downtown and expansive trail system.
- Top 10 Cities for Career Opportunities: In 2017, SmartAsset listed Columbia as the 9th best U.S. city for career opportunities. Columbia is a good place to find work. The unemployment rate is only 2.9%, a top 25 rate among the 335 cities analyzed.
- The 20 Best College Towns in America: Business Insider listed Columbia as 9th on their 2017 list of "The 20 Best College Towns in America."
- Best Places for Working Women: Columbia landed the No. 1 spot on SmartAsset's 2017 list of Best Places for Working Women. It was the second year in a row that Columbia was listed in the top three.



city of Columbia
Missouri

Application and Selection Procedure

This position is open until filled. To be considered for this exceptional career opportunity, submit your resume, cover letter, and a list of six work-related references (two supervisors, two direct reports and two colleagues) by the first resume review date of **Friday, April 26, 2019**. Resume should reflect years **and** months of employment, beginning/ending dates as well as size of staff and budgets you have managed.

Please go to our website to submit your application: https://secure.cpshr.us/escandidate/JobDetail?ID=437

CPS HR CONSULTING

For further information contact:
Pam Derby
Andrew Nelson
CPS HR Consulting
(916) 263-1401
E-mail: pderby@cpshr.us
E-mail: anelson@cpshr.us
Website: www.cpshr.us

Resume will be screened in relation to the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the consultants. Candidates deemed most qualified will be referred to the City. Selected candidates will be invited to participate in further interview and selection activities. An appointment will be made following comprehensive reference and background checks.

ATTACHMENT B

MEMO

City of Carpinteria

To: City Manager Succession Process Committee

From: Olivia Uribe-Mutal

Date: May 4, 2023

Re: Revised City Manager Recruitment Proposals

The City of Carpinteria received four proposals from consulting groups, namely Regional Government Services (RGS), Raftelis, Peckham & McKenney, and CPS HR Consulting (CPS), to conduct or assist in the City Manager Recruitment. Since the last Council meeting, RGS has withdrawn their proposal and Peckham & McKenney has informed the City that it no longer has the capacity to take on the work.

The proposed timeline for recruitment by all remaining groups is between 10-14 weeks, with the average timeframe being 13 weeks from contract execution. All proposals outlined a similar recruitment process, which involves meeting with the city, understanding the city's needs, developing candidate profiles and recruitment strategies, carrying out the recruitment, interviewing candidates, selecting a candidate, and helping with negotiating and developing a contract. All proposals emphasized the importance of casting a wide net and including diverse candidates.

Details of each phase of the, Raftelis, and CPS processes are provided on pages 5-7, and 8-11, respectively. While all proposals are similar, there are a few notable differences. Raftelis includes Jim Armstrong, a former Santa Barbara City Manager with knowledge of Carpinteria and the region, among its group of recruiters. Additionally, Raftelis is the only group that offers a community engagement option at an additional cost. CPS notes in its proposal that its project team is prepared to begin work 60 days after executing the contract.

The cost of a full recruitment ranges from $30,000 to $37,500, excluding any travel costs associated with the candidates, which may be incurred by the City. For a detailed comparison of the proposals, refer to the chart and the full proposals.

	Raftelis	CPS
Full Recruitment COST	$34,800.00	$30,000.00
Other Costs/Options	Travel costs of candidates, 37,400 if community engagement process	Outreach only ($10,000), Partial recruitment (20,000)
Team members	Jim Armstrong, Catherine Tuck Parrish, Heather Gantz, Pamela Wideman, Robert Colichio, Kelsey Batt	David Niemeyer, Rachael Danke, Fatima Nukic
Estimated Time	10 weeks	13 weeks
Process		Initial Meeting
	Develop Candidate Profile (weeks 1 - 2)	Candidate Profile and Recruitment Strategy (weeks 2-4)
	Conduct Outreach and Initial Screening (weeks 5-6)	Recruitment (weeks 5-7)
	Support Interviews and Selection (weeks 9-10)	Selection (weeks 8-13)
Notable		Project team is prepared to begin work 60 days from executed contract. No assistance in developing a contract offered.

ATTACHMENT C

Tentative Recruitment Process Reverse Calendar

January 27, 2024: City Council Annual Work Plan meeting for review and setting of expectations.

December 8, 2023: Current City Manager's last day.

November 1, 2023 to December 8, 2023: Onboarding and transition period.

October 30, 2023: New City Manager's first day, preceded by a minimum 30-day period for relocation if necessary.

Late September/Early October: Introduction of the new City Manager at Council meeting. After acceptance by candidate, meeting with all staff.

Early September 2023: Hiring announcement.

August 28, 2023: Make final selection.

July 31, 2023: Review resumes, conduct background checks, and interview candidates.

June 5 – July 28: Open position for recruitment; announcement, advertising, outreach, and application filing deadline.

May 29, 2023: Begin working with recruiter.

May 8-22, 2023: Approve contract with recruiter.

Completed Tasks

March 27, 2023: Authorization and budget approval for recruitment services.

Please note that these dates are subject to change and may be updated as necessary.

Latest update: 5/2/23

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
May 8, 2023

ITEM FOR COUNCIL CONSIDERATION

2023 Annual Report on efforts to assist people experiencing homelessness in Carpinteria and address issues related to homelessness in the community.

STAFF RECOMMENDATION

Receive the annual report concerning ongoing efforts to assist people experiencing homelessness and to address issues related to homelessness in the community.

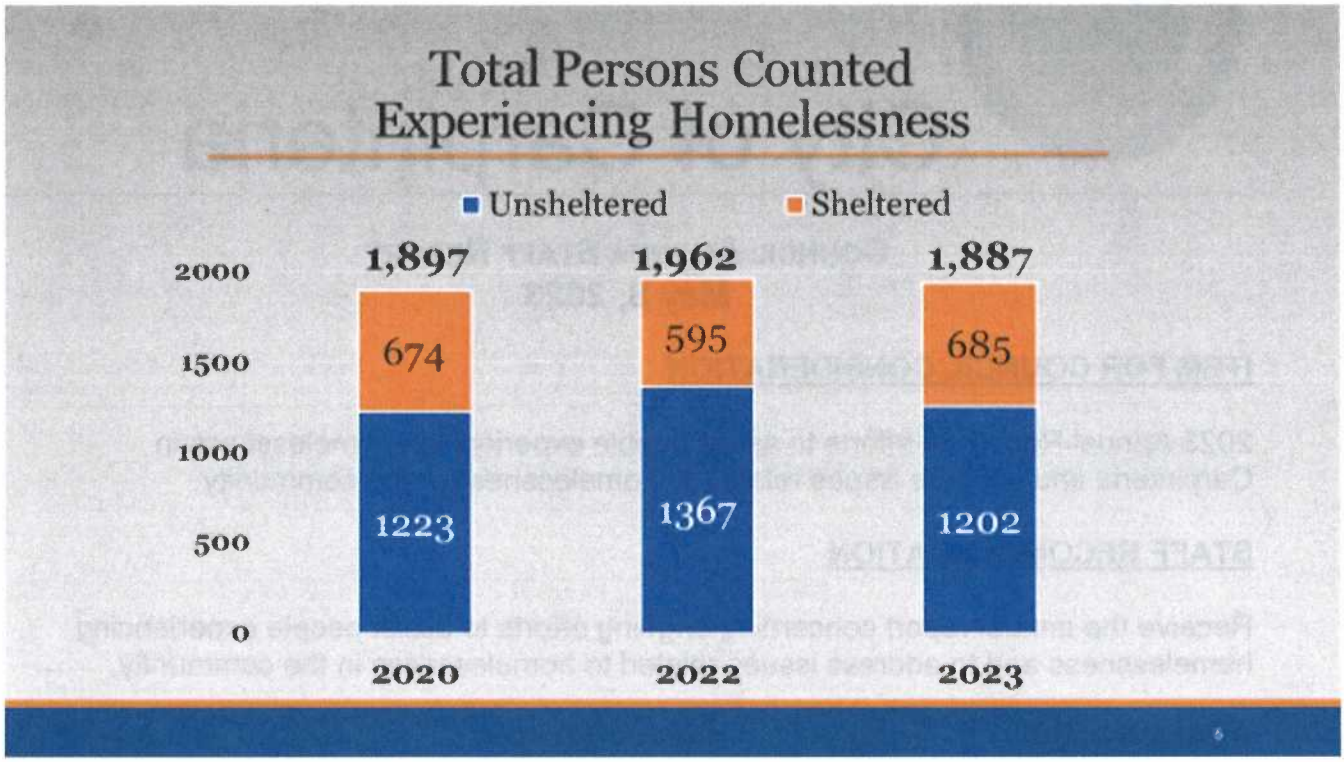
BACKGROUND

Local response to the ongoing national crisis of homelessness continues to be a service area priority in Santa Barbara County, including Carpinteria.

The County of Santa Barbara Community Services Department, Housing and Community Development Division, has preliminary results of the 2023 Point in Time (PIT) Count of persons experiencing homelessness, conducted on February 23, 2022 by the Santa Maria/Santa Barbara County Continuum of Care (CoC). The PIT Count is mandated by the federal Department of Housing and Urban Development and serves as a snapshot of homelessness in the county on a single night. County staff in the Housing and Community Development Division and CoC Board Members provided oversight of the PIT Count working with Simtech Solutions [1]and more than 400 volunteers. The County of Santa Barbara serves as the lead agency and Administrative Entity for the CoC.

Countywide, 1,887 persons were counted representing a decrease of 3.7% in the number of persons experiencing homelessness. The count includes 1,202 persons experiencing unsheltered homelessness and 685 persons living in emergency shelters or transitional housing. In Carpinteria, 23 persons experiencing homelessness were counted.

[1] Simtech Solutions Inc. is a cause-driven technology services provider with a passion for developing innovative technologies to help people experiencing homelessness. Simtech Solutions is a pioneer in the usage of data analysis to guide the process of allocating limited housing resources.



Count by City/Area

City/Area	2020	2022	2023	% Δ 20-23
Carpinteria	39	21	23	-41%
Goleta	166	91	136	-18%
Santa Barbara	914	822	787	-14%
Isla Vista	69	112	88	+28%
Lompoc	211	290	233	+10%
Santa Ynez Valley	2	12	20	+900%
Santa Maria	382	457	472	+24%
Guadalupe	3	2	8	+166%
Unincorporated	111	155	120	+8%
Totals	1,897	1,962	1,887	+0.5%

DISCUSSION

The City provides services to people experiencing homelessness via collaboration with the County of Santa Barbara, non-government organizations providing homeless services in the region, and local community-based volunteers and organizations. City staff routinely evaluates information to determine trends and issues related to homeless services as well as to evaluate the effectiveness and efficiency of those services. Information is gathered from daily logs of City program divisions, including inspections of parks and open spaces and public facilities such as the Veterans Hall and public restroom buildings, public right-of-way maintenance, code compliance contacts for issues such as smoking in public, and citations and arrests by law enforcement (includes both Sheriff's and State Parks). The Carpinteria-Summerland Fire Protection District also monitors number and type of contacts with people that are believed to be homeless, including number of transports by ambulance.

Local data and issues concerning people experiencing homelessness in Carpinteria is reviewed and discussed at weekly and monthly meetings of City, County Department and service agency staffs. Acute and chronic issues are discussed along with strategies for providing assistance to service resistant individuals.

The lunch program was formed as a means to gather local homeless persons to one area at a specific day and time where services could be offered. Currently, the lunch program offers services from a County Drug and Alcohol Specialist, County Behavior Wellness, Good Samaritan (the regional homeless services entity), City Net, New Beginnings, local business and entities, and community volunteers that provide weekly lunches and provisions.

Tens of millions of dollars of federal COVID-19 relief bill funding, state funding, and local funding have been spent to address homelessness in Santa Barbara County in the last several years. This funding has been used to provide myriad services benefitting the region, including Carpinteria's population of people experiencing homelessness. Over the past year, an estimated 11 people experiencing homelessness in Carpinteria received assistance, including 2 people that exited to permanent destinations.

Projects, programs and services developed or under development in the region over the last two years include but are not limited to:

- Emergency shelters, temporary housing, and permanent supportive housing projects have been developed countywide, including through the state's Project Roomkey (temporary housing in participating hotels for people who are homeless) and Project Homekey (creating more supportive and permanent housing for formerly homeless individuals).

- Funding allocated for rental assistance and housing voucher programs.

- Santa Barbara County received about $46 million from the state in Coronavirus Aid, Relief and Economic Security (CARES) Act funding, allocating about $5.5 million to care for unsheltered people. Specific funding was allocated for increased emergency shelter costs, pallet house projects, and pandemic-related outreach at homeless encampments.

- The county budgeted more than $13 million of its American Rescue Plan COVID-19 relief funding on addressing housing and homelessness.

- The county received $10 million in funding last January, including $7 million for the Isla Vista emergency shelter. Santa Barbara County purchased the building for $6.3 million and the shelter is being operated by Good Samaritan Shelter.

- The Housing Authority of Santa Barbara County converted office buildings into permanent supportive housing in Lompoc.

- The City of Santa Barbara housed 58 people temporarily at the Rose Garden Inn on Upper State Street.

- The New Beginnings Counseling Center's Safe Parking Program expanded to Carpinteria on October 24, 2022 when the City Council adopted Resolution No. 6171, establishing administrative procedures for a Safe Parking Pilot Program, and authorized the City Manager, on behalf of the City, to enter into an operating agreement with New Beginnings Counseling Center. The program is expected to being operating in May, 2023.

- Dignity Moves [2]established pallet house interim housing in Isla Vista, Lompoc, and now downtown Santa Barbara. City of Carpinteria members of the Elected Leaders Forum met with Dignity Moves in an effort to begin exploring opportunities for a local project.

- The county and Goleta are collaborating on a proposal to purchase the Super 8 motel at 6021 Hollister Avenue and convert it into housing for formerly homeless residents.

- A Santa Maria proposal to buy a local Motel 6 for a permanent supportive housing program was initiated but has been delayed.

[2] DignityMoves and the County of Santa Barbara have partnered to bring a new interim housing community to downtown Santa Barbara. Covid-19 has increased the urgency of building non-congregate housing for the unsheltered in our community. While more permanent housing is the ultimate long-term goal, our streets cannot be the waiting room. DignityMoves is building "interim supportive housing" as a stop-over between tents and permanent housing– where clients can be safe and receive the critical support services necessary to rebuild their lives and exit homelessness.

POLICY CONSISTENCY

The City's collaborative approach to providing homeless services, as described above, is intended to be a cost effective and efficient means for the City to address an important community service need. People living on the streets of Carpinteria require services that result in increased public costs for law enforcement, emergency medical, and hospital services, and present health and safety issues for the individual experiencing homelessness and the general public. Providing emergency services to people experiencing homelessness, although important, generally does not result in lasting changes for the homeless person or address public health & safety and quality of life issues caused by homelessness that are of concern to the community.

The response model being followed by the City through its partnership with Good Samaritan and other partnering agencies is intended to reduce reliance on first responders, which often results in arrest, transportation, jail and/or hospitalization, and to prioritize housing and related support services that can lead people that have been chronically homeless to reunification with family and/or getting established in permanent housing. This cost-effective approach to addressing homelessness was first discussed in detail in 2006 as a part of the Santa Barbara County Ten Year Plan to End Chronic Homelessness, which referenced various national studies on the subject.

The City Housing Element includes a number of policies aimed at addressing special needs housing, which includes transitional[3] and supportive [4]housing that can meet the needs of individuals and families that are homeless. The City's zoning regulations treat transitional and supportive housing as a residential use subject to those restrictions that apply to other residential uses of the same type in the same zone district. This regulatory approach ensures that development proposals for transitional and supportive housing will be treated the same as other residential proposals.

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[3] Transitional housing may be designated for a homeless individual or family transitioning to permanent housing. This housing can take several forms, including group housing or multi-family units, and may include supportive services to gain necessary life skills in support of independent living. The length of stay is predetermined with a six-month minimum.

[4] Supportive housing is a place for permanent residence unlike temporary emergency shelters and transitional housing where services are provided to the occupants either at the residence or off-site. The types of support services that may be provided include mental health care, vocational and employment services, substance abuse treatment, child care and independent living skills training. The residents of supportive housing are disabled or include populations such as families with children, elderly persons, and young adults aging out of the foster care system, individuals exiting from institutional settings, veterans or homeless people. There is no limit on the length of stay.

FINANCIAL CONSIDERATIONS

The City of Carpinteria currently expends hundreds of thousands of dollars annually responding to issues related to homelessness and to address health and safety needs of people experiencing homelessness. Law enforcement, public works street maintenance, parks maintenance, code compliance, and management programs of the City are all impacted by demands for service created by homelessness. These expenses are difficult to track but, ultimately, result in increased public costs for services.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

In California, a growing body of case law is influencing how cities and counties manage competing interests of public health and safety and providing assistance to people living on streets and in other public places, often with severe mental and physical health issues. The City Attorney's office monitors these cases and advises City staff accordingly.

PRINCIPAL PARTIES EXPECTED AT MEETING

Kimberlee Albers, County of Santa Barbara – Homeless Assistance Program Manager

Staff contact: David Hernandez, Code Compliance Officer II
(805) 755-4418, davidh@carpinteriaca.gov

Signature

Reviewed by: Steve Goggia, Community Development Director
(805) 755-4414, steveg@carpinteriaca.gov

Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@carpinteriaca.gov

MR for D. Durflinger
Signature

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
May 8, 2023

ITEM FOR COUNCIL CONSIDERATION

Approval of a budget appropriation for the City's portion of emergency repair costs of the Highway 101 Fire Incident Emergency Repair.

STAFF RECOMMENDATION

Approve a not-to-exceed budget appropriation of $335,000 to the Capital Improvement Projects Fund from the General Reserve – Special Projects Fund and the associated transfer for the City's portion of emergency repair costs of the Highway 101 Fire Incident Emergency Repair.

Sample Motion: I move to approve a not-to-exceed budget appropriation of $335,000 to the Capital Improvement Projects Fund from the General Reserve – Special Projects Fund and the associated transfer for the City's portion of emergency repair costs of the Highway 101 Fire Incident Emergency Repair. *(This motion requires a roll call vote)*

BACKGROUND

On February 19 and 20, 2022, a fire damaged the storm drains under the northbound side of Highway 101 near the east side of Carpinteria Creek. Part of the affected storm drain system includes a culvert that traverses under Via Real. As a part of the emergency response and due to potential damage to the Via Real roadway, the City temporarily closed Via Real to through vehicle traffic between Bailard Avenue and the northbound Highway 101 off-ramp (Highway 101 Exit 86). The Santa Barbara County Sheriff's Department conducted an investigation and determined the cause of the fire incident was by arson. On February 21, a suspect was arrested.

Following the fire incident, the California Department of Transportation (Caltrans) conducted a damage assessment. On March 2, 2022, staff met with Caltrans to discuss the findings of the damage assessment. In brief, the damage assessment found that some of the storm drains involved in the fire had been damaged beyond repair and would require replacement. The portions of the damaged storm drains, which were constructed from a plastic pipe material, are located within Highway 101 and under the Via Real roadway. The storm drain under the Via Real roadway was a 60" diameter pipe

that outlets to Carpinteria Creek and conveys storm water collected from Highway 101 and other tributaries (e.g. public and private streets) in the Carpinteria Creek watershed.

During the meeting on March 2, 2022, Caltrans also shared with the City its proposed emergency repair plan. The City and Caltrans also exchanged written communications and met on two more occasions in order to discuss maintenance responsibilities for the emergency repair work.

The emergency repair work began on Monday, March 7, 2022. Caltrans' contractor, Granite Construction, has performed the emergency repair work for both the Highway 101 storm drains and the replacement of the culvert under Via Real. The emergency repair work includes the removal of the damaged plastic pipes and replacement with reinforced concrete pipe.

On March 14, 2022, the City Council initially authorized a budget appropriation in the amount of $400,000 for Fiscal Year 2021/22. Caltrans provided a final cost amount, and it is less than the initially authorized budget appropriation. A revised budget appropriation is required for the current fiscal year.

The purpose of this agenda matter is for the City Council to appropriate funds necessary to pay for the City's portion of the emergency repair costs.

DISCUSSION

As a part of its due diligence concerning maintenance responsibilities, the City had:

a. Reviewed construction plans to confirm damaged improvements were constructed per plan.
b. Reviewed the Freeway Agreement, Freeway Maintenance Agreement, project Conditions of Approval, and Caltrans' Relief of Maintenance notice.
c. Reviewed and requested property ownership information.
d. Reviewed the City's Property Insurance policy and initiated the process to file a claim with California Joint Powers Insurance Authority (CJPIA).
e. Consulted with legal counsel and CJPIA.
f. Met and corresponded with Caltrans representatives.

Caltrans had agreed to proceed with the emergency repair work at its cost subject to reimbursement by the City for any portion for which the City is ultimately found to be responsible.

The responsibility for the emergency repair costs was divided between Caltrans and the City because the improvements damaged by the fire include both the freeway and the City's street (i.e. Via Real). The section of Via Real affected by the fire related to the emergency repair, which includes the drainage culvert, is an extension of and is to be included in the City's street system. The Freeway Agreement (2013), Freeway Maintenance Agreement (2016), and Relief of Maintenance notice (2021) outline the plan for the transfer of maintenance responsibilities associated with the City's street

system improvements from Caltrans to the City. As part of this process, the City would accept title to related properties upon relinquishment by Caltrans. Caltrans is still in process with the relinquishment documents. The City continues to work with Caltrans in order to ensure appropriate documentation pursuant said agreements.

In March 2022, the City filed a claim with CJPIA under its property insurance program (Claim #23066530). The insurance deductible is $250,000. As a part of the CJPIA claim process for payment authorization to third-parties, the City would first pay the third party (i.e. Caltrans) up front. Then, CJPIA would send a reimbursement payment to the City in the amount of Caltrans' invoice ($334,481.84). In turn, the City would send payment of the deductible to CJPIA.

POLICY CONSISTENCY

The recommendation is consistent with the City's Mission Statement, in part:

> *Government shall make judicious use of the City's limited resources to promote the highest possible quality of life for all of Carpinteria's residents. This includes providing services consistent with community needs as well as protecting the social and physical environment.*

The recommendation is also consistent with the Emergency Operations Plan in the protection of life, property, and environment.

FINANCIAL CONSIDERATIONS

Budget appropriation in the amount of $335,000 in 301-403-5780 – Major Capital Projects offset by a transfer from General Reserves – Special Projects – 102-999-5911 – To Capital Improvements 301. General Reserves – Special Projects has sufficient Fund Balance.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Staff has been working closely with CJPIA.

OPTIONS

1. Approve a budget appropriation of $335,000 to the Capital Improvement Projects Fund from the General Reserves – Special Projects and the associated transfer for the City's portion of emergency repair costs of the Highway 101 Fire Incident Emergency Repair. (Staff recommendation)
2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

Staff contact:
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Signature

Reviewed by:
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Signature

Reviewed by:
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Signature

Reviewed by:
Dave Durflinger, City Manager
(805) 755-4400; daved@carpinteriaca.gov

Signature

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
May 8, 2023

ITEM FOR COUNCIL CONSIDERATION

A report describing measures taken to alleviate need for Moratorium on Formula Businesses and approval and adoption of Ordinance No. 766, extending Ordinance No. 755, a temporary moratorium on the issuance of certificates of occupancy and/or business licenses or any other entitlement for the establishment of formula businesses within the City of Carpinteria, with the exception of Casitas Plaza and Shepard Place Shops, for one additional year.

STAFF RECOMMENDATION

Approve and issue the Government Code 65858(d) Report describing the measures taken, to date, to alleviate the conditions that led to the adoption of the Moratorium; and Approve and adopt Ordinance No. 766 (Attachment A), extending a temporary moratorium on the issuance of certificates of occupancy and/or business licenses or any other entitlement for the establishment of formula businesses within the City of Carpinteria, with the exception of Casitas Plaza and Shepard Place Shops, for one additional year or until the effective date of Ordinance No. 760, whichever occurs first.

Sample Motion 1: I move to approve and issue the May 8, 2023 report describing the measures taken to alleviate the need for a moratorium on formula businesses for the purposes of meeting the requirements of Government Code section 65858(d) concerning moratorium extensions.

Sample Motion 2: I move to approve and adopt Ordinance No. 766, as read by title only, to extend the Moratorium for an additional one year from June 26, 2023 or until the effective date of Ordinance No. 760, whichever occurs first.

This motion requires, at minimum, a 4/5th vote for approval by the legislative body to pass.

BACKGROUND

At its meeting of February 14, 2022, the Carpinteria City Council ("City Council") requested that staff prepare a report on how cities regulate chain stores and

restaurants, also known as "formula businesses," that have standardized services, décor, methods of operation, and other features that make them virtually identical to businesses elsewhere.

During its meeting on May 9, 2022, the City Council received information that a proliferation of formula businesses can have deleterious impacts on a community's health, safety, and welfare.[1] For example:

> Cities have found it common for formula businesses to arrive in an area *en masse*, squeezing out independent businesses and causing a speculative run-up in rents that results in the wholesale transformation of a business district almost overnight.[2] The loss of independently owned/operated stores can also have long-term economic consequences for communities. One study of independent business in San Francisco found that an increase of 10% in independent businesses' market share would yield an increase of nearly $200 million in economic activity and nearly 1,300 new jobs, while a 10% decrease in market share would cause declines in economic activity and jobs by the same amount.[3]
>
> In addition to causing downtown or neighborhood business districts to lose their distinctive appeal, formula businesses often drive up rents where they locate. Higher rents can have the effect of pushing out independent entrepreneurs and low-margin/service businesses that meet the basic needs of surrounding neighborhoods (such as grocers and beauty/barber shops).[4]
>
> Local economies dominated by formula businesses also tend to be solely profit based and uninterested in meeting community needs over time, as opposed to a business model that fills a local niche and/or is complementary to existing businesses in similar categories.[5] Perhaps of greatest concern, formula businesses often invest locally generated profits outside of the community, and disappear quickly when the economy contracts or their corporate strategy shifts, leaving behind building vacancies with higher rent expectations.[6]

After receiving the staff report, the City Council heard from staff and a member of the public regarding the impacts that the proliferation of formula businesses could have on the City of Carpinteria's ("City") commercial areas and directed staff to return with an urgency ordinance to establish a temporary moratorium on the establishment of formula

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[1] *See* https://carpinteria.granicus.com/MetaViewer.php?view_id=2&clip_id=1028&meta_id=69910. *See also* Alexander, Christopher, A Pattern Language, page 432, Individually Owned Shops, Oxford University press, 1977.
[2] S. Mitchell, Formula Business Restrictions, Institute for Local Self-Reliance ("ILSR") https://ilsr.org/rule/formula-business-restrictions/ (as of May 17, 2022).
[3] Civic Economics, The San Francisco Retail Diversity Study https://community-wealth.org/content/san-francisco-retail-diversity-study-report-prepared-san-francisco-locally-owned-merchants (as of May 17, 2022).
[4] S. Mitchell, *supra* fn. 3.
[5] *Id.*
[6] *Id.*

businesses throughout the City while City staff and the City Council study and consider permanent regulations on formula businesses. The staff report for this meeting can be accessed on the City's website and is hereby incorporated by reference.[7]

As directed by the City Council, staff returned to the next meeting on May 23rd with options for a temporary moratorium on the establishment of any new formula businesses. The staff report and draft moratorium were crafted in a manner to offer the City Council a menu of options to choose from related to the geographic scope of the moratorium, the types of formula businesses to be regulated, how to define formula businesses, and considerations for whether to allow for any exceptions for the replacement and/or relocation of existing formula businesses. Because only three Councilmembers were present during this item (which requires a four-fifth (4/5) vote for approval), the City Council could not take action on the item and continued its consideration to a date when at least four of the Councilmembers could be present. The staff report for this meeting is available online and is hereby incorporated by reference.[8]

On June 27, 2022, the City Council approved Ordinance No. 755 (Attachment B), an urgency ordinance establishing a temporary moratorium on the establishment of formula businesses in the City of Carpinteria, as modified by the City Council. At this meeting, the City Council considered additional public testimony and examples of language from other municipalities' formula business regulations (e.g., geographic scope, types of businesses to be regulated, definition of formula business, and exceptions) before adopting the moratorium. The Council cited, among other reasons, the City's character as a classic California beach town; with the City's desire to foster businesses that serve both the needs of City residents and visitors and thereby ensure the community's quality of life; the resiliency of the City's vibrant, small-scale, diversified commercial character; and the City's ongoing economic vitality all require that the City maintain and encourage the establishment of diverse business types and sizes, including smaller and mid-sized businesses

Following the Council's discussion, the Council voted to apply a temporary moratorium citywide, with the exception of the Casitas Plaza and Shepard Place Shops. The temporary moratorium applies to any commercial business operating as a retail sales, restaurant/food service, and/or hotel or motel establishment, and which (a) has more than seven (7) locations anywhere in the United States of America; and (b) has two or more of the following features common to all or substantially all of its locations: standardized array of services or products for sale, façade, architecture, décor or color scheme, uniform or other employee apparel, signage, or trademark/servicemark.

The Council also determined that the following business types, in the context of the moratorium, not be treated as formula businesses: office space, professional services, banks or credit unions, grocery stores, nonprofit businesses, pharmacies, gas stations, or theaters/performing arts spaces. The temporary moratorium does not prohibit the

[7] *See* https://carpinteria.granicus.com/MetaViewer.php?view_id=2&clip_id=1028&meta_id=69910
[8] *See* https://carpinteria.granicus.com/MetaViewer.php?view_id=2&clip_id=1036&meta_id=70334

relocation of an existing formula business in operation at a location within the City of Carpinteria upon the effective date of this Ordinance to another location within the City. The staff report for the June 27, 2022 meeting is available online and is hereby incorporated by reference.[9]

The temporary moratorium took effect on June 27, 2022 and remained in effect for an initial period of 45 days, subject to a maximum of two extensions by the City Council, which may extend the temporary moratorium for a total period not to exceed two years from the date of the initial adoption of the Ordinance. On July 25, 2022, the City Council considered and adopted Ordinance No. 757, granting a first extension of the temporary moratorium for an additional 10 months and 15 days. This granting of the first extension to Ordinance No. 755 moved the expiration of the temporary moratorium out to June 26, 2023.

The purpose of this agenda matter is to allow the City Council an opportunity to review and approve a report describing the measures taken, to date, to alleviate the conditions that led to the adoption of the Moratorium, and to extend the temporary moratorium a second (and final) time for an additional one (1) year or until the City's proposed Ordinance No. 760 establishing permanent formula business regulations takes effect, whichever occurs first. If extended, Ordinance No. 755 would then expire on June 26, 2024.

DISCUSSION

Regarding the extension, Government Code section 65858(d) requires the City Council to issue a written report describing the measures taken to alleviate the conditions that led to the adoption of the temporary urgency ordinance ten days prior to any extension or the termination of the urgency ordinance. Accordingly, the City Council must consider, approve, and issue the required report pursuant to Government Code section 65858(d) (Attachment C) describing the measures taken, to date, to alleviate the conditions that led to the adoption of Ordinance No. 755 prior to taking any actions to further extend the temporary moratorium beyond its current expiration. The Report concludes that although the City has made progress toward enacting comprehensive formula business regulations, the conditions that led to the adoption of Ordinance No. 755 remain ongoing, and therefore a second (and final) extension of the moratorium is warranted.

While the temporary moratorium remains in place, the City Council will continue working towards the adoption of (permanent) regulations for the establishment of formula businesses within the City. The permanent regulations were initiated by the City Council on July 11, 2022. The staff report initiating preparation of the permanent regulations is available online and hereby incorporated by reference.[10] The draft permanent regulations were presented to the Planning Commission for consideration

[9] *See* https://carpinteria.granicus.com/MetaViewer.php?view_id=2&clip_id=1064&meta_id=71473
[10] *See* https://carpinteria.granicus.com/MetaViewer.php?view_id=2&clip_id=1070&meta_id=71814

and a recommendation for adoption to the City Council at their December 5, 2022 meeting. The staff report from the Planning Commission's consideration of the draft permanent regulations is available online and hereby incorporated by reference.[11] Following the Planning Commission's recommendation for adoption, the City Council considered the draft permanent regulations on a first reading at their February 13, 2023 meeting wherein the Council adopted Ordinance No. 760 with minor revisions. The Council also adopted Resolution No. 6192 authorizing staff to submit the draft proposed ordinance to the California Coastal Commission ("Coastal Commission") as an amendment to the City's certified Local Coastal Program ("LCPA"). The February 13th City Council staff report is also available online and hereby incorporated by reference.[12]

Subsequent to the Council's adoption upon a first reading of Ordinance No. 760 and Resolution No. 6192, staff submitted the LCPA materials to Coastal Commission staff on April 19, 2023. The subject LCPA materials are currently under review by Coastal Commission staff. Based on initial discussions with Coastal Commission staff, it is anticipated that the proposed permanent formula business regulations would qualify for a streamlined review and certification by the Coastal Commission. Upon certification by the Coastal Commission, the proposed permanent regulations would return to the City Council for acknowledgement of the Coastal Commission's certification action(s), and final adoption of Ordinance No. 760 upon a second reading, followed by effectuation of the permanent regulations.

Staff anticipates that the extension of the temporary moratorium by one additional year to June 26, 2024 would allow for more than enough time to complete the remaining steps outlined above for adoption and effectuation of the permanent formula business regulations. On the date of effectuation of the permanent regulations, the temporary moratorium regulations will expire and be supplanted by the permanent formula business regulations.

POLICY CONSIDERATIONS

As discussed in the other staff reports concerning Ordinance No. 755, numerous policies speak to providing for a range of business activities that are compatible with the City of Carpinteria's small beach town character. In particular, General Plan/Local Coastal Plan Objective LU-3, and Policies LU-3d and LU-3g, and the City's Sustainable Community Policy (Resolution No. 5500) may be found consistent with an interest in temporarily limiting establishment of new formula businesses in Carpinteria.

FINANCIAL CONSIDERATIONS

The proliferation of formula businesses can have long-term economic consequences for a community. Low-margin businesses that meet the basic needs of surrounding neighborhoods, such as grocers and pharmacies, may be pushed out as rents rise and the area attracts more formula restaurants and stores. Perhaps of greatest concern,

[11] *See* https://carpinteria.granicus.com/MetaViewer.php?view_id=2&clip_id=1151&meta_id=75608
[12] *See* https://carpinteria.granicus.com/MetaViewer.php?view_id=2&clip_id=1189&meta_id=77715

formula businesses tend to be fair-weather friends and can disappear quickly when the economy contracts or their corporate strategy shifts. The risk of formula businesses resulting in a downtown or neighborhood business district losing its distinctive appeal and no longer offering opportunities for independent entrepreneurs could result in loss of customers, fewer business opportunities, and a decline in locally generated tax revenue.

An extension of the moratorium on new formula businesses could temporarily impact potential City revenues generated from sources, including but not limited to: sales taxes, property taxes (related to new development/tenant improvements), transient occupancy taxes (for hotel/motel uses), business license taxes, and permit fees. The extent to which such revenues would be impacted is dependent upon the degree to which the moratorium continues to limit or reduce the establishment of new businesses in the City.

Costs associated with staff time for the preparation and implementation of a moratorium (or extension thereof) and on the ongoing development and adoption of the permanent regulations limiting formula businesses would be paid for from General Fund sources.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

California has a well-established history with formula business restrictions at a city and county level. In addition to prominent "big box" store regulations, many cities of varying size across the state have enacted prohibitions against formula businesses. California courts largely have upheld these restrictions against legal challenges under the dormant commerce and equal protection clauses of the U.S. Constitution.

It is also a well-established legal principle that a public agency's police power has broad application to protect the public health, safety, and welfare of its residents which has been interpreted to include regulating formula businesses. Additionally, section 65858 of the Government Code authorizes cities to adopt a temporary moratorium without following the typical procedures that it would use to amend its municipal code. A temporary moratorium barring issuance of additional entitlements may be adopted under Government Code section 65858 where the City Council finds that issuance of such entitlements would result in a current and immediate threat to public health, safety, or welfare.

Prior to extension of such a temporary moratorium, section 65858(d) of the Government Code requires that, ten days prior to an extension, the City Council must "issue a written report describing he measures taken to alleviate the condition which led to the adoption of the ordinance." The report attached as Attachment C satisfies these requirements.

California law requires that an urgency ordinance (and any extensions thereto) be approved by a four-fifths vote of the local legislative body. The initial adoption of Ordinance No. 755 on June 27, 2022 for a period of 45 days, the subsequent adoption of Ordinance No. 757 granting the first time extension for an additional 10 months and 15 days, and now, if adopted, Ordinance No. 766 to grant an extension of one additional year, would meet the statutory limit on the maximum allowed duration of an urgency

ordinance. Accordingly, no further extension(s) of the temporary moratorium on formula businesses would be available following the adoption of Ordinance No. 766.

OPTIONS

1. Issue the Government Code section 65858(d) report; and Approve and adopt Ordinance No. 766, thereby extending the temporary moratorium concerning formula businesses for one additional year from June 26, 2023 (staff recommendation).

2. Decline to enact an extension of the urgency ordinance No. 755. Such action would result in the expiration of urgency ordinance No. 755 on June 26, 2023.

PRINCIPAL PARTIES EXPECTED AT MEETINGS

Carpinteria business owners
Commercial property owners/managers
Commercial property developers

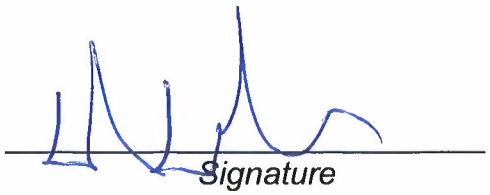
ATTACHMENTS

Attachment A	Ordinance No. 766 Second Extension of Urgency Ordinance
Attachment B	Ordinance No. 755 Urgency Ordinance
Attachment C	Government Code section 65858(d) Report

Staff Contact: Steve Goggia, Community Development Director
(805) 755-4414 / steveg@carpinteriaca.gov

Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@carpinteriaca.gov


Signature

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

Signature

Attachment A

Ordinance No. 766

Second Extension of Urgency Ordinance

Formula Business Temporary Moratorium Extension
Project 22-2151-ORD/LCPA
May 8, 2023 City Council Hearing

ORDINANCE NO. 766

EXTENSION OF AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA ESTABLISHING A MORATORIUM ON THE ISSUANCE OF CERTIFICATES OF OCCUPANCY OR ANY OTHER ENTITLEMENTS FOR THE OPERATION OF FORMULA BUSINESSES WITHIN THE CITY OF CARPINTERIA, WITH THE EXCEPTION OF THE CASITAS PLAZA AND THE SHEPARD PLACE SHOPS

WHEREAS, pursuant to the City of Carpinteria's ("City") police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council of the City ("City Council") has the authority to enact and enforce ordinances and regulations for public health, safety, and welfare; and

WHEREAS, section 65850 of the Government Code also provides the City Council with the authority to, among other things, adopt ordinances regulating the use of buildings within its jurisdiction; and

WHEREAS, the City's Zoning Ordinance currently allows operation of formula businesses within the City, provided that such businesses meet all applicable legal requirements and have obtained a Certificate of Occupancy and other necessary entitlements from the City; and

WHEREAS, the City adopted its General Plan/Local Coastal Plan as a comprehensive, long-term plan for the City's development and many of the City's General Plan/Local Coastal Plan policies and zoning regulations were enacted to limit commercial development that would impair the City's distinctive small beach town charm and character. Among others, those land use objectives and policies include the following:

- Land Use Element Objective LU-3: Preserve the small beach town character of the built environment of Carpinteria, encouraging compatible revitalization and avoiding spawl development at the City's edge; and
- Policy LU-3d: Establish a commercial sector that balances the retail and service needs of citizens and tourists; and
- Policy LU-3g: Provide for a range of business activities that bring vitality, revenue, and employment to Carpinteria and are compatible with its small town character.

WHEREAS, the City has adopted Resolution No. 5500, a Sustainable Community Policy, in part, as a basis for creating strategies that allow it to adapt to ever-changing environmental, economic, social, and physical stressors. Among the directives of the City's Sustainable Community Policy are the following:

- Promote a diversified and resilient local economy that reflects the unique attributes of the region and provides necessary and desirable products and services for both residents and visitors; and
- Attract and retain downtown retailers, hotels, corporate headquarters and Research and Development uses that can be successful in and complimentary to the community; and

- Establish support for small business development; and
- Maintain and enhance the unique identity of the community and built environment to sustain a strong sense of place and community.

WHEREAS, the City's character as a classic California beach town; the City's desire to foster businesses that serve both the needs of City residents and visitors and thereby ensure the community's quality of life; the resiliency of the City's vibrant, small-scale, diversified commercial character; and the City's ongoing economic vitality all require that the City maintain and encourage establishment of diverse business types and sizes, including smaller and mid-sized businesses; and

WHEREAS, formula businesses are, by their very nature, standardized (including their architecture, décor, color schemes, and signage) and not unique, and therefore do not enhance the unique small town character that the City Council finds necessary to maintain a viable visitor industry in the City; and

WHEREAS, as City staff noted in a May 9, 2022 Staff Report, many formula businesses are increasingly locating in downtowns and neighborhood business districts en masse, squeezing out independent businesses and causing a speculative run-up in rents that results in the wholesale transformation of a business district. In addition to causing such downtowns and business districts to lose their distinctive appeal, the rent increases caused by an influx of formula businesses can force independent entrepreneurs and low margin/service businesses that serve the surrounding neighborhood's basic needs to close or move out of the area; and

WHEREAS, as further noted by City staff in the May 9, 2022 Staff Report, local economies dominated by formula businesses tend to be solely profit-based and therefore disinterested in meeting the community's needs, rather than filling a local niche or complementing existing businesses in similar categories. Formula businesses also often invest locally generated profits outside of the community, disappearing quickly when economic conditions shift or corporate strategy changes, and leaving behind vacancies with higher rent expectations; and

WHEREAS, this ordinance is not premised on maintaining local ownership of businesses, or protecting existing businesses, or preventing formula businesses from doing business in the City. The purpose of this ordinance is to maintain the City's unique, special character, the diversity and vitality of the City's commercial districts, and the quality of life of City residents; and

WHEREAS, the impacts described above may result in existing small businesses losing customers and having fewer business opportunities, and may further lead to long-term urban decay and increased vacancies in commercial real estate, both of which could lead to a decline in tax revenue for the City; and

WHEREAS, further, the COVID-19 pandemic and government regulations pertaining to social distancing had devastating impacts on businesses—with acute impacts on small businesses—including those doing business within the City; and

WHEREAS, the City Council finds that the unregulated proliferation of formula businesses could lead to a lack of diversity in City businesses, which would substantially harm the

important City interests listed above and create substantial public health, safety and welfare problems for the City, its residents, and its businesses; and

WHEREAS, on May 9, 2022, the City Council directed City staff to prepare a proposal to adopt regulations governing the establishment of formula businesses within the City; and

WHEREAS, City staff is currently studying and drafting comprehensive regulations governing formula businesses pursuant to the City Council's direction; and

WHEREAS, in the meantime, a temporary moratorium is necessary to allow City staff time to study possible revisions to the City's zoning ordinance and other regulations to address the matters set forth above, which regulations when completed will be brought back for City Council consideration within a reasonable time; and

WHEREAS, on May 23, 2022, the City Council heard City staff's report and received public comment on the proposed moratorium but could not take action on the moratorium because only three Councilmembers were present, which would not have met the four-fifths (4/5) vote requirement in Government Code section 65858; and

WHEREAS, California Government Code section 65858 provides that for the purpose of protecting the public safety, health, and welfare and without following the procedures otherwise required prior to adoption of a zoning ordinance, the City Council may adopt, as an urgency measure, an urgency ordinance prohibiting any uses which may be in conflict with "a contemplated general plan, specific plan, or zoning proposal that the [City Council], planning commission or the planning department is considering studying or intends to study within a reasonable time;" and

WHEREAS, the City currently has approximately 15 vacant commercial spaces, in addition to an anticipated 17 to 20 new commercial spaces that are associated with pending development projects, which could be occupied by a formula business without any further discretionary review or approval by the City; and

WHEREAS, the City's Municipal Code provides that a Certificate of Occupancy and business license, both of which are necessary to operate a business in the City, are ministerial entitlements not subject to discretionary review by the City; and

WHEREAS, if and when a new formula business applies for such entitlements, any such application could be granted before the City could consider and enact an urgency ordinance under Government Code section 65858 regulating establishment of such a new formula business, thereby frustrating the City's ability to enact lawful regulations on the establishment of new formula businesses; and

WHEREAS, the City finds that, as a result of these conditions, the City cannot wait until a new application for establishment of a formula business is submitted in order to enact restrictions on formula businesses; and

WHEREAS, if additional formula businesses were allowed to be instituted in the City, prior to the City's consideration and adoption of final regulations governing formula businesses,

such uses could (1) conflict with and/or defeat the purpose of the proposal to adopt regulations regulating formula businesses, (2) conflict with the requirements of the General Plan/Local Coastal Plan, (3) be inconsistent with surrounding uses, and/or (4) be immediately detrimental to the public health, safety, and welfare; and

WHEREAS, in the absence of an urgency moratorium, the City's ability to effectively address in a timely manner the negative impacts caused by the proliferation of formula businesses on the public health, safety, and welfare will be seriously compromised; and

WHEREAS, the City Council finds that the above conditions create a current and immediate threat to the public health, safety, and welfare of the City, its residents, and its businesses, within the meaning of Government Code section 65858, as the public health, safety, and welfare depend on the continued economic and cultural vitality of a connected, engaged, and diverse business community, and excessive formula businesses degrade the community's small-town feel and eliminate opportunities for smaller and independently-owned businesses to thrive, especially those business providing vital services to local residents that do not normally pay high rents; and

WHEREAS, on June 27, 2022 for the reasons included in the record, the City Council has determined that, as of the Effective Date of Ordinance No. 755, there is no urgency to regulate formula businesses within the Casitas Plaza or the Shepard Place Shops; and

WHEREAS, on June 27, 2022 the City Council determined, by at least a four-fifths (4/5) vote, that Ordinance No. 755 satisfies the requirements of Government Code section 65858, is a matter of City-wide importance, is a reasonable and necessary measure designed for immediate preservation and protection of the public health, safety, and welfare of the community, and is in accord with the public purposes and provisions of applicable State and local laws and regulations; and

WHEREAS, the provisions of Government Code section 65858 provide that the City Council may extend the interim ordinance for an initial period of ten (10) months and fifteen (15) days, and for a second period of one year, upon notice pursuant to Government Code section 65090 and a public hearing at which the City Council adopts the extension by at least a four-fifth (4/5) vote; and

WHEREAS, on July 25, 2022, the City Council adopted a report pursuant to Government Code section 65858(d) and also adopted Ordinance No. 757, extending the interim ordinance for a period of ten months and fifteen days; and

WHEREAS, on February 13, 2023, the City Council approved Ordinance No. 760, at a first reading, which would amend the City's zoning regulations and Local Coastal Program to include permanent regulations governing establishment of formula businesses in the City; and

WHEREAS, on April 19, 2023, the City transmitted to the California Coastal Commission the materials necessary for the Commission to consider Ordinance No. 760's proposed amendment to the City's Local Coastal Program; and

WHEREAS, the California Coastal Commission has not yet acted on Ordinance No. 760; and

WHEREAS, although the City has made progress (as outlined in a report prepared and adopted by the City Council pursuant to Government Code section 65858(d)), the City has not completed the process of amending the City's zoning ordinance and Local Coastal Program to address regulation of formula businesses, and meanwhile the conditions creating an immediate threat to the public health, safety, and welfare (as described above and in Ordinance Nos. 755 and 757) persist; and

WHEREAS, pursuant to the requirements of Government Code sections 65858 and 65090, a notice of public hearing about the proposed extension of this Ordinance, originally enacted on June 27, 2022 and extended on July 25, 2022, has been placed in a newspaper of general circulation within the City at least 10 days prior to the City Council meeting scheduled for May 8, 2023; and

WHEREAS, pursuant to the requirements of Government Code section 65858, the City Council has determined, by at least four-fifth (4/5) votes, to extend this Ordinance for the immediate preservation and protection of the public health, safety and welfare of the community.

NOW, THEREFORE, THE CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Recitals Incorporated.

The above recitals are incorporated herein and are each relied upon independently by the City Council in its adoption of this Ordinance.

SECTION 2. Declaration of Urgency.

The City Council hereby finds and declares that, for the reasons set forth in the above recitals, there is a need to extend the urgency ordinance establishing a moratorium on the issuance of any and all Certificates of Occupancy and/or any other entitlements for the operation of formula businesses (as defined in Section 6 of this Ordinance) within the City, with the exception of the Casitas Plaza and the Shepard Place Shops (collectively, "City Limits"), subject to the findings and conditions contained in this Ordinance. To clarify, the Casitas Plaza and the Shepard Place Shops shall not be subject to this Ordinance. Prior to the issuance of further entitlements for formula businesses within the City, City staff needs time to ensure that the proposed changes to the City's zoning regulations and Local Coastal Program are in full force and effect.

SECTION 3. Moratorium.

Notwithstanding any other provisions of the CMC or any other ordinances or regulations of the City to the contrary, no Certificate of Occupancy or any other entitlement which has as its result the approval or allowance of the operation of a formula business within the City Limits shall be issued, granted or approved by any employee, department, or commission of the City for a period until June 26, 2024 or until City Ordinance No. 760 takes effect, whichever occurs first. During the term of this Ordinance, only those entitlements for which the right to proceed with the associated development, facility, or activity has vested pursuant to the provisions of State law prior

to the effective date of this Ordinance, shall proceed in violation of the provisions of this Ordinance.

SECTION 4. Immediate Threat.

Based on the findings herein, this Ordinance is adopted pursuant to California Government Code section 65858. Adoption of this Ordinance is required in order to address the current and immediate threat identified by the City Council to the public health, safety, and welfare of residents and businesses that would result from the grant of new Certificates of Occupancy and/or other entitlements for the operation of formula businesses within the City Limits.

SECTION 5. Hardship Exception/Waiver.

The City, on a case-by-case basis, shall have the authority, upon a showing of good cause by an applicant or other individual with standing, to waive the interim prohibition/moratorium imposed by this Ordinance and allow for the granting of a Certificate of Occupancy and/or other City-issued entitlement to said applicant or other individual with standing. "Good cause" shall mean a factual and evidentiary showing by the applicant that the interim prohibition/moratorium, if not waived, will (1) deprive the applicant of substantially all reasonable economic use of its property or (2) result in a violation of an applicable California or federal law. All such applications for waiver shall be filed with the City Community Development Department.

SECTION 6. Definition of Formula Business.

For the purposes of this Ordinance, "formula business" is defined as any commercial business operating as a retail sales, restaurant/food service, and/or hotel or motel establishment, and which (a) has more than seven (7) locations anywhere in the United States of America, and (b) has two or more of the following features common to all or substantially all of its locations: standardized array of services or products for sale, façade, architecture, décor or color scheme, uniform or other employee apparel, signage, or trademark/servicemark. Notwithstanding any other provision of this Section, the following types of businesses are not formula businesses: office space, professional services, banks or credit unions, grocery stores, nonprofit businesses, pharmacies, gas stations, or theaters/performing arts spaces.

SECTION 7. Exception for Relocation of Existing Formula Businesses.

In the event that a formula business, in operation at a location within the City Limits on the Effective Date of this Ordinance, seeks to relocate to another location within the City, this Ordinance shall not apply to bar such relocation.

SECTION 8. Effective Date.

This Ordinance becomes effective immediately following the expiration of Ordinance No. 757, i.e., June 26, 2023 and will extend for a period of one (1) year, i.e., June 26, 2024 or until City Ordinance No. 760 takes effect, whichever occurs first.

SECTION 9. Amendment of Ordinance.

Pursuant to the process set forth in Government Code section 65858, the City Council, by the affirmative vote of at least four-fifths (4/5), may modify, amend, delete, or add to this Ordinance upon a finding that such action will implement and enforce the goals, policies, and purposes of this Ordinance.

SECTION 10. 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 11. CEQA Exemption.

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Title 14 of the California Code of Regulations, CEQA Guidelines sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a "project" as defined in section 15378). The Ordinance prevents changes in the environment pending completion of the contemplated CMC review and thus has no potential for resulting in physical change to the environment, either directly or indirectly.

PASSED, APPROVED, AND ADOPTED this 8th day of May, 2023, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

_____
Mayor of the City of Carpinteria

ATTEST:

_____
City Clerk, City of Carpinteria

I hereby certify that the foregoing Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held this 8th day of May, 2023.

_____
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

_____

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

Attachment B

Ordinance No. 755

Formula Businesses Moratorium Urgency Ordinance

Formula Business Temporary Moratorium Extension
Project 22-2151-ORD/LCPA
May 8, 2023 City Council Hearing

ORDINANCE NO. 755

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA ESTABLISHING A MORATORIUM ON THE ISSUANCE OF CERTIFICATES OF OCCUPANCY OR ANY OTHER ENTITLEMENTS FOR THE OPERATION OF FORMULA BUSINESSES WITHIN THE CITY OF CARPINTERIA, WITH THE EXCEPTION OF THE CASITAS PLAZA AND THE SHEPARD PLACE SHOPS

WHEREAS, pursuant to the City of Carpinteria's ("City") police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council of the City ("City Council") has the authority to enact and enforce ordinances and regulations for public health, safety, and welfare;

WHEREAS, section 65850 of the Government Code also provides the City Council with the authority to, among other things, adopt ordinances regulating the use of buildings within its jurisdiction;

WHEREAS, the City's Zoning Ordinance currently allows operation of formula businesses within the City, provided that such businesses meet all applicable legal requirements and have obtained a Certificate of Occupancy and other necessary entitlements from the City; and

WHEREAS, the City adopted its General Plan/Local Coastal Plan as a comprehensive, long-term plan for the City's development and many of the City's General Plan/Local Coastal Plan policies and zoning regulations were enacted to limit commercial development that would impair the City's distinctive small beach town charm and character. Among others, those land use objectives and policies include the following:

- Land Use Element Objective LU-3: Preserve the small beach town character of the built environment of Carpinteria, encouraging compatible revitalization and avoiding spawl development at the City's edge
- Policy LU-3d: Establish a commercial sector that balances the retail and service needs of citizens and tourists
- Policy LU-3g: Provide for a range of business activities that bring vitality, revenue, and employment to Carpinteria and are compatible with its small town character;

WHEREAS, the City has adopted Resolution No. 5500, a Sustainable Community Policy, in part, as a basis for creating strategies that allow it to adapt to ever-changing environmental, economic, social and physical stressors. Among the directives of the City's Sustainable Community Policy are the following:

- Promote a diversified and resilient local economy that reflects the unique attributes of the region and provides necessary and desirable products and services for both residents and visitors;
- Attract and retain downtown retailers, hotels, corporate headquarters and Research and Development uses that can be successful in and complimentary to the community;

- Establish support for small business development;
- Maintain and enhance the unique identity of the community and built environment to sustain a strong sense of place and community;

WHEREAS, the City's character as a classic California beach town; the City's desire to foster businesses that serve both the needs of City residents and visitors and thereby ensure the community's quality of life; the resiliency of the City's vibrant, small-scale, diversified commercial character; and the City's ongoing economic vitality all require that the City maintain and encourage establishment of diverse business types and sizes, including smaller and mid-sized businesses;

WHEREAS, formula businesses are, by their very nature, standardized (including their architecture, décor, color schemes, and signage) and not unique, and therefore do not enhance the unique small town character that the City Council finds necessary to maintain a viable visitor industry in the City;

WHEREAS, as City staff noted in a May 9, 2022 Staff Report, many formula businesses are increasingly locating in downtowns and neighborhood business districts en masse, squeezing out independent businesses and causing a speculative run-up in rents that results in the wholesale transformation of a business district. In addition to causing such downtowns and business districts to lose their distinctive appeal, the rent increases caused by an influx of formula businesses can force independent entrepreneurs and low margin/service businesses that serve the surrounding neighborhood's basic needs to close or move out of the area;

WHEREAS, as further noted by City staff in the May 9, 2022 Staff Report, local economies dominated by formula businesses tend to be solely profit-based and therefore disinterested in meeting the community's needs, rather than filling a local niche or complementing existing businesses in similar categories. Formula businesses also often invest locally generated profits outside of the community, disappearing quickly when economic conditions shift or corporate strategy changes, and leaving behind vacancies with higher rent expectations;

WHEREAS, this ordinance is not premised on maintaining local ownership of businesses, or protecting existing businesses, or preventing formula businesses from doing business in the City. The purpose of this ordinance is to maintain the City's unique, special character, the diversity and vitality of the City's commercial districts, and the quality of life of City residents;

WHEREAS, the impacts described above may result in existing small businesses losing customers and having fewer business opportunities, and may further lead to long-term urban decay and increased vacancies in commercial real estate, both of which could lead to a decline in tax revenue for the City;

WHEREAS, further, the COVID-19 pandemic and government regulations pertaining to social distancing had devastating impacts on businesses—with acute impacts on small businesses—including those doing business within the City;

WHEREAS, the City Council finds that the unregulated proliferation of formula businesses could lead to a lack of diversity in City businesses, which would substantially harm the

important City interests listed above and create substantial public health, safety and welfare problems for the City, its residents, and its businesses;

WHEREAS, on May 9, 2022, the City Council directed City staff to prepare a proposal to adopt regulations governing the establishment of formula businesses within the City;

WHEREAS, City staff is in the process of initiating an amendment to its Local Coastal Plan for the City Council's consideration at a future meeting in order to study and draft comprehensive regulations governing formula businesses pursuant to the City Council's direction;

WHEREAS, in the meantime, a temporary moratorium is necessary to allow City staff time to study possible revisions to the City's zoning ordinance and other regulations to address the matters set forth above, which regulations when completed will be brought back for City Council consideration within a reasonable time;

WHEREAS, on May 23, 2022, the City Council heard City staff's report and received public comment on the proposed moratorium but could not take action on the moratorium because only three Councilmembers were present, which would not have met the four-fifths (4/5) vote requirement in Government Code section 65858;

WHEREAS, California Government Code section 65858 provides that for the purpose of protecting the public safety, health, and welfare and without following the procedures otherwise required prior to adoption of a zoning ordinance, the City Council may adopt, as an urgency measure, an urgency ordinance prohibiting any uses which may be in conflict with "a contemplated general plan, specific plan, or zoning proposal that the [City Council], planning commission or the planning department is considering studying or intends to study within a reasonable time;"

WHEREAS, the City currently has approximately 15 vacant commercial spaces, in addition to an anticipated 17 to 20 new commercial spaces that are associated with pending development projects, which could be occupied by a formula business without any further discretionary review or approval by the City;

WHEREAS, the City's Municipal Code provides that a Certificate of Occupancy and business license, both of which are necessary to operate a business in the City, are ministerial entitlements not subject to discretionary review by the City;

WHEREAS, if and when a new formula business applies for such entitlements, any such application could be granted before the City could consider and enact an urgency ordinance under Government Code section 65858 regulating establishment of such a new formula business, thereby frustrating the City's ability to enact lawful regulations on the establishment of new formula businesses;

WHEREAS, the City finds that, as a result of these conditions, the City cannot wait until a new application for establishment of a formula business is submitted in order to enact restrictions on formula businesses;

WHEREAS, if additional formula businesses were allowed to be instituted in the City, prior to the City's consideration and adoption of final regulations governing formula businesses, such uses could (1) conflict with and/or defeat the purpose of the proposal to adopt regulations regulating formula businesses, (2) conflict with the requirements of the General Plan/Local Coastal Plan, (3) be inconsistent with surrounding uses, and/or (4) be immediately detrimental to the public health, safety, and welfare;

WHEREAS, in the absence of an urgency moratorium, the City's ability to effectively address in a timely manner the negative impacts caused by the proliferation of formula businesses on the public health, safety, and welfare will be seriously compromised; and

WHEREAS, the City Council finds that the above conditions create a current and immediate threat to the public health, safety, and welfare of the City, its residents, and its businesses, within the meaning of Government Code section 65858, as the public health, safety, and welfare depend on the continued economic and cultural vitality of a connected, engaged, and diverse business community, and excessive formula businesses degrade the community's small-town feel and eliminate opportunities for smaller and independently-owned businesses to thrive, especially those business providing vital services to local residents that do not normally pay high rents;

WHEREAS, for the reasons included in the record, the City Council has determined that, as of the Effective Date (as this term is defined in Section 8 below) of Ordinance No. 755 ("Ordinance"), there is no urgency to regulate formula businesses within the Casitas Plaza or the Shepard Place Shops;

WHEREAS, the City Council has determined, by at least a four-fifths (4/5) vote, that this Ordinance satisfies the requirements of Government Code section 65858, is a matter of City-wide importance, is a reasonable and necessary measure designed for immediate preservation and protection of the public health, safety, and welfare of the community, and is in accord with the public purposes and provisions of applicable State and local laws and regulations.

NOW, THEREFORE, THE CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Recitals Incorporated.

The above recitals are incorporated herein and are each relied upon independently by the City Council in its adoption of this Ordinance.

SECTION 2. Declaration of Urgency.

The City Council hereby finds and declares that, for the reasons set forth in the above recitals, there is a need to enact an urgency ordinance establishing a moratorium on the issuance of any and all Certificates of Occupancy and/or any other entitlements for the operation of formula businesses (as defined in Section 6 of this Ordinance) within the City, with the exception of the Casitas Plaza and the Shepard Place Shops (collectively, "City Limits"), subject to the findings and conditions contained in this Ordinance. To clarify, the Casitas Plaza and the Shepard Place Shops shall not be subject to this Ordinance. Prior to the issuance of further entitlements for

formula businesses within the City, City staff needs time to study the Carpinteria Municipal Code ("CMC"), including the City's zoning regulations, and other regulations to ensure that the provisions of the City's zoning regulations and other regulations applicable to formula businesses are compatible with and support the City's General Plan/Local Coastal Plan; ensure consistency with surrounding land uses; ensure compliance with evolving state and federal law; and ensure that the effects of such land use on the public health, safety, and welfare of the residents and businesses of the City are adequately addressed.

SECTION 3. Moratorium.

Notwithstanding any other provisions of the CMC or any other ordinances or regulations of the City to the contrary, no Certificate of Occupancy or any other entitlement which has as its result the approval or allowance of the operation of a formula business within the City Limits shall be issued, granted or approved by any employee, department, or commission of the City for a period of forty-five (45) days immediately succeeding the effective date of this Ordinance (and as it shall be extended pursuant to the requirements on Government Code section 65858). During the term of this Ordinance, only those entitlements for which the right to proceed with the associated development, facility, or activity has vested pursuant to the provisions of State law prior to the effective date of this Ordinance, shall proceed in violation of the provisions of this Ordinance.

SECTION 4. Immediate Threat.

Based on the findings herein, this Ordinance is adopted pursuant to California Government Code section 65858. Adoption of this Ordinance is required in order to address the current and immediate threat identified by the City Council to the public health, safety, and welfare of residents and businesses that would result from the grant of new Certificates of Occupancy and/or other entitlements for the operation of formula businesses within the City Limits.

SECTION 5. Hardship Exception/Waiver.

The City, on a case-by-case basis, shall have the authority, upon a showing of good cause by an applicant or other individual with standing, to waive the interim prohibition/moratorium imposed by this Ordinance and allow for the granting of a Certificate of Occupancy and/or other City-issued entitlement to said applicant or other individual with standing. "Good cause" shall mean a factual and evidentiary showing by the applicant that the interim prohibition/moratorium, if not waived, will (1) deprive the applicant of substantially all reasonable economic use of its property or (2) result in a violation of an applicable California or federal law. All such applications for waiver shall be filed with the City Community Development Department.

SECTION 6. Definition of Formula Business.

For the purposes of this Ordinance, "formula business" is defined as any commercial business operating as a retail sales, restaurant/food service, and/or hotel or motel establishment, and which (a) has more than seven (7) locations anywhere in the United States of America, and (b) has two or more of the following features common to all or substantially all of its locations: standardized array of services or products for sale, façade, architecture, décor or color scheme, uniform or other employee apparel, signage, or trademark/servicemark. Notwithstanding any

other provision of this Section, the following types of businesses are not formula businesses: office space, professional services, banks or credit unions, grocery stores, nonprofit businesses, pharmacies, gas stations, or theaters/performing arts spaces.

SECTION 7. Exception for Relocation of Existing Formula Businesses.

In the event that a formula business, in operation at a location within the City Limits on the Effective Date of this Ordinance, seeks to relocate to another location within the City, this Ordinance shall not apply to bar such relocation.

SECTION 8. Effective Date.

This Ordinance shall be in effect for a period of forty-five (45) days immediately following the date of adoption; provided, however, that after notice pursuant to California Government Code section 65090 and a public hearing, by the affirmative vote of at least four-fifths (4/5) the City Council may extend this Ordinance for an initial period of time up to 10 months and 15 days pursuant to California Government Code section 65858. Thereafter, upon a four-fifth (4/5) vote, a further extension of one (1) year is also permitted.

SECTION 9. Amendment of Ordinance.

Pursuant to the process set forth in Government Code section 65858, the City Council, by the affirmative vote of at least four-fifths (4/5), may modify, amend, delete, or add to this Ordinance upon a finding that such action will implement and enforce the goals, policies, and purposes of this Ordinance.

SECTION 10. 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 11. CEQA Exemption.

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Title 14 of the California Code of Regulations, CEQA Guidelines sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a "project" as defined in section 15378). The Ordinance prevents changes in the environment pending completion of the contemplated CMC review and thus has no potential for resulting in physical change to the environment, either directly or indirectly.

PASSED, APPROVED, AND ADOPTED this 27th day of June, 2022, by the following called vote:

AYES: COUNCILMEMBERS: Alarcon, Carty, Clark, Nomura

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: Lee (recused)

Mayor of the City of Carpinteria

ATTEST:

Brian C. Barrett, CMC, 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 this 27th day of June, 2022.

Brian C. Barrett, CMC, City Clerk
City of Carpinteria

APPROVED AS TO FORM:

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

Attachment C

Government Code §65858(d) Report

Formula Business Temporary Moratorium Extension
Project 22-2151-ORD/LCPA
May 8, 2023 City Council Hearing

Gov. Code § 65858(d) Report

Date: May 8, 2023

From: City Council

Subject: Report Describing Measures Taken to Alleviate Need for Moratorium on Formula Businesses

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This report ("Report") describes the measures taken by the City of Carpinteria ("City") to alleviate the conditions that led to the adoption of Ordinance No. 755 ("Ordinance), which enacted a moratorium on the issuance of Certificates of Occupancy, business licenses, or other necessary entitlements to establish a formula business within the City limits, with the exception of the Casitas Plaza and Shepard Place Shops.

Background

Many communities across the state and country are experiencing a growth in the number of chain stores and restaurants being established, with associated impacts on the local community and economy. Also known as formula businesses, these establishments have been shown to have negative impacts on the public health, safety, and welfare, including uncontrolled increases in commercial rent, degrading the character of distinctive or historic areas, reducing local tax revenue, and driving out smaller, independent businesses on which the community depends. These concerns are more thoroughly described in the staff reports presented to the City Council for its deliberations on the Ordinance, the contents of which are hereby incorporated by reference.[1]

On June 27, 2022, the City Council adopted the Ordinance, imposing a moratorium on the City's issuance of entitlements to operate new formula businesses in the City, with the exception of the Casitas Plaza and Shepard Place Shops. The purpose of the Ordinance is to prevent the establishment of new formula businesses within these areas while the City develops and approves comprehensive, permanent regulations governing formula businesses.

Work To Date

At its February 13, 2023 meeting, the City Council adopted Ordinance No. 760, which amends the City's zoning regulations and Local Coastal Program to include permanent regulations governing establishment of formula businesses in the City. On April 19, 2023, the City transmitted to the California Coastal Commission the materials necessary

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[1] These staff reports are available online at the following links: https://carpinteria.granicus.com/MetaViewer.php?view_id=2&clip_id=1028&meta_id=69910 (May 9, 2022 Staff Report); https://carpinteria.granicus.com/MetaViewer.php?view_id=2&clip_id=1036&meta_id=70334 (May 23, 2022 Staff Report); https://carpinteria.granicus.com/MetaViewer.php?view_id=2&clip_id=1064&meta_id=71473 (June 27, 2022 Staff Report).

for the Commission to consider Ordinance No. 760's proposed amendment to the City's Local Coastal Program, but the Commission has not yet acted on that submission.

Therefore, although the City has made significant progress towards enacting comprehensive formula business regulations, the conditions that led to the adoption of the Ordinance are ongoing. Extension of the urgency ordinance is therefore warranted to allow the City the additional time needed to complete adoption and effectuation of comprehensive formula business regulations.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
May 8, 2023

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 6234, initiating proposed amendments to the City's Local Coastal Program and Carpinteria Municipal Code Title 14: Zoning to address State law consistency and implement the 2023-2031 Housing Element.

STAFF RECOMMENDATION

Adopt Resolution No. 6234 (Attachment A), initiating amendments to the Carpinteria Local Coastal Program, and Carpinteria Municipal Code Title 14: Zoning to address State law consistency and implement the 2023-2031 Housing Element.

Sample Motion: I move to approve and adopt Resolution No. 6234, initiating amendments to the Carpinteria Local Coastal Program, and Carpinteria Municipal Code Title 14: Zoning to address State law consistency and implement the 2023-2031 Housing Element.

BACKGROUND

The City Council adopted the City's 6th Cycle Housing Element 2023-2031 ("Housing Element")on April 10, 2023 and subsequently sent to the State Housing & Community Development (HCD) on April 12th for certification. The Housing Element includes a number of programs in order to provide adequate properties to accommodate the City's Regional Housing Needs Allocation (RHNA) of 901 additional housing units for the 2023-2031 period. The new 901-unit allocation includes 286 units for very low income households, 132 units for low income households, 135 units for moderate income households, and 348 units for above moderate income households.

As described in Appendix B of the Housing Element, the land use and zoning designations in the City's current General Plan do not provide adequate capacity to fully accommodate the City's RHNA allocation. To address this shortfall, the Housing Element requires that the City process amendments to the General Plan and Zoning Code to accommodate at least 100 percent of the RHNA shortfall plus a reasonable buffer to create sufficient capacity for lower-income affordable housing.

Per the Housing Element, the rezone amendments will include a minimum of 11.4

acres allowing densities of 20 to 25 units per acre (with a minimum density of 20 units per acre) to accommodate lower-income housing with appropriate development standards, including, but not limited to allowances for 3-story buildings and affordability requirements, to encourage maximum allowable densities and to ensure lower-income housing projects are feasible.

The Housing Element presents that the City intends to utilize the Residential Overlay District ("R Overlay District") to expand the potential sites that can accommodate residential uses, thereby addressing the RHNA shortfall. The purpose of the R Overlay District is to provide the opportunity for stand-alone residential development in zone districts which would otherwise not permit such use. To complete the Housing Element, the City has performed a preliminary evaluation of housing development opportunities and has identified certain non-residential sites, identified in Appendix B, Table B-6 of the Technical Report, that may be qualified for inclusion in the R Overlay District. The Housing Element further acknowledges that more detailed site analysis and California Environmental Quality Act (CEQA) review during the implementation of this program could identify new opportunity sites while other sites may be deemed unsuitable or densities may be modified based on new information.

The Housing Element, as part of the rezoning program, commits the City to a review of all residential development standards in consultation with local architects and developers and to amend standards as necessary to ensure that allowable densities can be achieved. Such amended standards include, for example, allowance for 3-story development in multi-family zones, reduced required parking standards, and changes necessary to ensure that standards do not pose unreasonable constraints on the cost and supply of housing.

In addition to the required rezones, the Housing Element proposes other amendments to Carpinteria Municipal Code Title 14: Zoning and the City's Local Coastal Program (LCP) to (i) address potential inconsistencies with State law, (ii) implement other Programs in the Housing Element, and (iii) clarify certain provisions. The City Council has already initiated some of the proposed amendments specified in the Housing Element, such as clarifications to the City's Density Bonus regulations (Carpinteria Municipal Code Chapter 14.77) in order to implement these regulations consistent with the Coastal Act. Other amendments to the City's LCP and Carpinteria Municipal Code Title 14: Zoning that still must be initiated by the City Council to implement the Housing Element include changes for:

- Emergency Shelters
- Low Barrier Navigation Centers
- Transitional and Supportive Housing
- Single Room Occupancy (SRO) Housing
- Residential Care Facilities
- SB 9 duplexes and lot splits
- Accessory Dwelling Units and Junior Accessory Dwelling Units (update)

These proposed amendments to the City's LCP and Carpinteria Municipal Code Title 14: Zoning are described in Programs 7, 8, 11 and 17 and summarized in Table H-2 of the Housing Element.

DISCUSSION

The purpose of this agenda item is to initiate changes to the City's LCP and Carpinteria Municipal Code Title 14: Zoning to implement the 2023-2031 Housing Element and, if determined necessary, to address State law consistency. If adopted as staff recommends, Resolution No. 6234 would formally initiate these amendments.

Ordinance Adoption Process

Once initiated, staff will work to prepare the more detailed site analysis and CEQA review through public workshops/hearings and prepare a draft ordinance. Upon completion of the draft ordinance, it first will be considered at a public hearing by the Planning Commission. The Planning Commission will provide recommendations on the draft ordinance to the City Council at a noticed public hearing. The Council will then hold a public hearing to receive the Planning Commission's recommendation(s) and to consider adoption of the draft ordinance upon a first reading. The Council would have the opportunity to modify or amend the draft ordinance. If the draft ordinance is significantly modified, the City will need to provide six weeks' notice to the public before the City Council returns to hold a final vote adopting the ordinance upon a first reading.

Upon adoption, the Council would also authorize staff to submit the draft ordinance to the California Coastal Commission (CCC) as a Local Coastal Program amendment (LCPA). The CCC review is a requisite part of the LCPA process and together with the City's review/approval, ensures that the Zoning Code amendment is consistent with the policies of the California Coastal Act and the City's certified LCP. Upon certification of the LCPA by the CCC, the draft ordinance would be returned to the City Council for: 1) acceptance of any modifications required by the CCC and 2) adoption of the ordinance upon a second reading.

If the CCC certifies the ordinance without any suggested modifications, the certification is effective immediately, and the ordinance will go into effect thirty (30) days following the City Council's second reading of the ordinance. If the CCC suggests modifications, then certification does not become effective until 1) the CCC Executive Director receives notification of the City's acceptance and implementation of those modifications, 2) the Executive Director determines in writing that the City's action and notification procedures are legally adequate to satisfy the CCC's certification order, and 3) the Executive Director reports this determination to the CCC at its next regularly scheduled meeting.

Depending upon the extent and manner in which the CCC completes the review and certification of the City's LCPA, the entire ordinance adoption process could take approximately 9 to 14 months.

POLICY CONSISTENCY

A number of policies within the existing Land Use and Housing Elements of the General Plan/Local Coastal Land Use Plan address the expansion of housing opportunities in the City to address the ongoing and increasing housing needs for affordable and market rate households, while ensuring that the amendment is consistent with the City's LCP. A few key policies that the amendment process will address are identified below.

LAND USE ELEMENT

Objective LU-1: *Establish the basis for orderly, well planned urban development while protecting coastal resources and providing for greater access and recreational opportunities for the public.*

Policy LU-1c: *Where policies in the Land Use Element overlap, the policy that is most protective of resources (e.g., land, water, air, etc.) shall take precedence.*

HOUSING ELEMENT

The City's adopted Sixth Cycle, 2023 – 2031 Housing Element has been sent to the State Housing & Community Development (HCD) on April 12th for certification.

Goals and policies of the 2023 – 2031 Housing Element are listed below:

Goals

- Maintain an adequate supply of appropriately zoned land and take all necessary actions to support the production of at least 901 housing units in the City to accommodate the RHNA allocation for the 2023-2031 period.
- Maintain a jobs-housing balance or ratio within the 0.75 to 1.25 range suggested by the Santa Barbara County Association of Governments.

Policies

- Adequate Sites: Provide sufficient sites in the General Plan and Zoning Code and associated Land Use and Zoning Maps to accommodate the housing needs allocated to the City in the Regional Housing Needs Allocation (RHNA) Plan.
- Housing Types: In the General Plan and implementing ordinances, provide for a mix of housing types consistent with the City's needs, including single-family detached and multi-family housing.

- Accessory Dwelling Units: Promote the development of ADUs consistent with State law and City regulations.
- Public Services and Facilities: Ensure that public services and facilities have the capacity to support the need for the new residential development allocated to the City by the RHNA Plan.

Programs

1. Adequate Sites to Accommodate Regional Housing Needs

The final RHNA allocation for the City for the 2023-2031 period is 901 additional housing units, including 286 units for very low income households, 132 units for low income households, 135 units for moderate income households, and 348 units for above moderate income households. As described in Appendix B, the land use and zoning designations in the City's current General Plan do not provide adequate capacity to fully accommodate the City's RHNA allocation in the lower-income levels for the 2023-2031 period. The City's current inventory of sites and pending projects has an estimated realistic capacity of only 190 of the 418 lower-income RHNA units—i.e., a shortfall of 228 potential housing units. To address this shortfall, the City will process amendments to the General Plan and Zoning Code to accommodate at least 100 percent of the RHNA shortfall plus a reasonable buffer to create sufficient capacity for lower-income affordable housing even if the City does not achieve the conservative assumptions for development in the site inventory during the planning period. The rezone amendments will include a minimum of 11.4 acres allowing densities of 20 to 25 units per acre (with a minimum density of 20 units per acre) to accommodate lower-income housing with appropriate development standards, including, but not limited to allowances for 3-story buildings and affordability requirements, to encourage maximum allowable densities and to ensure lower-income housing projects are feasible.

The City intends to utilize the Residential Overlay District ("R Overlay District") to expand the potential sites that can accommodate residential uses, thereby addressing the RHNA shortfall for lower income units and increasing the City's capacity for moderate income units as well. The purpose of the R Overlay District is to provide the opportunity for stand-alone residential development in zone districts which would otherwise not permit such use. The City has performed a preliminary evaluation of housing development opportunities and has identified certain non- residential sites, identified in Appendix B, Table B-6 of the Technical Report, that may be qualified for inclusion in the R Overlay District. However, it is expected that more detailed site analysis and California Environmental Quality Act (CEQA) review during the implementation of this program could identify new opportunity sites while other sites may be deemed unsuitable or densities may be modified based on new information.

When selecting sites for rezoning, the City will give priority consideration to sites with access to transit and services to further fair housing access for lower- income and special needs populations. The City may implement modified zoning strategies provided the total unmet RHNA need by income category is accommodated consistent with state- defined criteria. If future zoning strategies deviate from the targets expressed in this Housing Element but still meet the requirement to identify adequate sites to accommodate the unmet RHNA need, no amendment to the Housing Element would be required and deviations of any magnitude may be considered subject to public review and City Council approval.

As part of the rezoning program, the City will also review residential development standards in consultation with local architects and developers and amend standards as necessary to ensure that allowable densities can be achieved, including 3-story development in multi-family zones, reduced required parking standards, and that standards do not pose unreasonable constraints on the cost and supply of housing.

Sites rezoned to accommodate the shortfall of sites for lower-income housing will be consistent with Government Code Section 65583.2(h) and state law:

- Permit owner-occupied and rental multifamily uses by right for developments in which 20 percent or more of the units are affordable to lower-income households. By right means local government review must not require a conditional use permit, planned unit development permit, or other discretionary review or approval;
- Permit the development of at least 16 units per site;
- Require a minimum density of 20 units per acre on sufficient sites to accommodate the City's lower-income RHNA allocation; and
- Ensure a) at least 50 percent of the shortfall of low- and very low-income regional housing need can be accommodated on sites designated for exclusively residential uses, or b) if accommodating more than 50 percent of the low- and very low-income regional housing need on sites designated for mixed-uses, all sites designated for mixed-uses must allow 100 percent residential use and require residential use to occupy at least 50 percent of the floor area in a mixed-use project.

The Zoning Code update will also include streamlined review procedures and objective standards to minimize constraints on housing supply and affordability, and all zoning regulations, development standards and fees will continue to be posted on the City website and updated continuously in compliance with transparency requirements. The City will continually review and amend development review process and criteria to improve development certainty and objectivity consistent with the Coastal Act wherever possible.

The City shall continue to comply with the *No Net Loss* provisions of Government Code § 65863 through ongoing project-by-project evaluation to ensure that adequate sites are available to accommodate the City's RHNA share throughout the planning period. The City shall not reduce the allowable density of any site in its residential land inventory, nor approve a development project at a lower density than assumed in the Housing Element sites inventory, unless both of the following findings are made:

a) The reduction is consistent with the adopted General Plan, including the Housing Element; and

b) The remaining sites identified in the Housing Element are adequate to accommodate the City's remaining share of regional housing need pursuant to Government Code § 65584.

If a reduction in residential density for any parcel would result in the remaining sites in the Housing Element land inventory not being adequate to accommodate the City's share of the regional housing need pursuant to §65584, the City may reduce the density on that parcel if

findings are made identifying sufficient additional, adequate and available sites with an equal or greater residential density so that there is no net loss of residential unit capacity.

Development on any site listed in Appendix B that proposes to demolish existing housing units shall be subject to a policy requiring the replacement of affordable units as a condition of any development on the site pursuant to Government Code §65583.2(g)(3). Replacement requirements shall be consistent with those set forth in §65915(c)(3) and § 65590-65590.1 (the Mello Act).

State law requires water and sewer service providers to establish specific procedures to grant priority water and sewer service to developments with units affordable to lower-income households. (Gov. Code, § 65589.7) The City will immediately deliver the adopted housing element to water and sewer service providers with a cover memo describing the City's housing element, including the City's housing needs and regional housing need.

Responsible Agency: Community Development Department

Funding Sources: General Fund; Housing Trust Fund; other governmental agencies; grant funds

Objectives & Timeframe: Process General Plan and Zoning Code amendments to provide adequate sites to accommodate the RHNA, including amendments to development standards and implementation of affordability requirements, by February 2026 or sooner in accordance with state Housing Element Law deadlines; When selecting sites for rezoning to accommodate regional housing needs for lower-income units, give priority consideration to sites with close access to public transit and services; Adopt streamlined review procedures and objective standards for residential development by December 2024; Post and update all zoning regulations and fees on the City website annually throughout the planning period; Continue to review and amend development review process and criteria to improve development certainty and objectivity consistent with the Coastal Act and take additional actions to improve certainty and objectivity by the mid-point in the planning period (2027), when review identifies potential improvements; Continue to comply with *No Net Loss* requirements on a project-by-project basis throughout the planning period; Enforce replacement requirements consistent with State law throughout the planning period; Notify water and sewer providers immediately upon adoption of the Housing Element.

7. Density Bonus

Under state law, developments that provide affordable housing may be entitled to a density bonus above the maximum allowed under City regulations. A density bonus is also allowed in exchange for land donation or provision of a child care facility. State density bonus law has been amended from time to time, and an amendment to the Zoning Code was initiated in 2022 to ensure that City density bonus regulations are consistent with State law. The City will also promote the use of density bonus to facilitate production of affordable housing by posting and annually updating density bonus regulations on the City website.

Responsible agency: Community Development Department

Funding Sources: General Fund; Affordable Housing Trust Fund

Objective & Timeframe: Update City density bonus regulations by April 2024 in conformance with current state law; Post and annually update density bonus regulations on the City website; Update density bonus regulations in response to additional changes in state law and/or by the mid-point in the planning period (2027) if housing production is not meeting objectives.

8. Facilitate Lot Consolidation or Subdivision

The consolidation of small parcels into a single building site can enhance the feasibility of affordable housing through economies of scale and also by improved competitiveness for grant funding. It is also possible that larger parcels more than 10 acres in size require subdivision to create suitably sized affordable housing sites. The City will continue to play an active role in facilitating lot consolidation and subdivision, particularly as it relates to parcels listed in the sites inventory. For example, the City will work with nonprofit developers and/or private landowners of small or large sites to consolidate or subdivide parcels to facilitate the development of housing affordable to lower-income households. These opportunities will be discussed with developers during the preliminary or conceptual review process. Lot consolidation or subdivision requests will be processed concurrently with other development approvals ministerially to the extent allowed by law. Incentives for lot consolidation will include allowing for higher densities, flexibility in development standards and expedited processing when small parcels are consolidated to facilitate projects that include affordable units. The City will also ensure that regulations continue to comply with State requirements regarding urban lot splits pursuant to SB 9 (2021) and promote lot splits through posting information on the City website and assisting interested property owners in preparing applications. In coordination with research being conducted at the State level, evaluate and pursue opportunities to incentivize and provide funding assistance for homeowners to provide affordable units under SB 9.

Responsible agency: Community Development Department

Funding Sources: General Fund

Objective & Timeframe: Encourage consolidation of small lots and subdivision of large lots on a project-by-project basis throughout the planning period through incentives and discussions with housing developers during preliminary project reviews; Amend the zoning code and local coastal program to implement SB 9 (2021) by December 2024; Facilitate urban lot splits pursuant to SB 9 (2021) throughout the planning period; In coordination with research being conducted at the State level, evaluate and pursue opportunities to incentivize and provide funding assistance for homeowners to provide affordable units under SB 9.

11. Special Needs Housing

Certain segments of the population may have more difficulty in finding suitable, affordable housing due to their special needs. Special circumstances may be related to one's employment and income, family characteristics, disability and household characteristics, among other factors. Pursuant to State law, the Housing Element must address the following special needs groups: elderly, persons with disabilities (including those with developmental disabilities), large households, single-parent households (particularly, female-headed households), farmworkers, and the homeless. A discussion of the particularized needs of each special needs group listed and the policies and procedures the City will implement to meet those needs is included in Section I.E of the Technical Report. New laws adopted in recent years by the State Legislature revised

some requirements for special needs housing. In 2018, AB 2162 amended State law to require that supportive housing be a use by-right in zones where multi-family and mixed uses are permitted, including non-residential zones permitting multi-family uses, if the proposed housing development meets specified criteria. AB 139 (2019) modified parking standards for emergency shelters and AB 101 (2019) established requirements to allow low barrier navigation centers in certain locations. In 2022, AB 2339 added specificity on how cities plan for emergency shelters. To ensure consistency with these new laws, a zoning amendment will be processed by April 2024 to update City regulations for these types of facilities. In addition, the City will revise regulations to remove the CUP requirement for SRO housing, and amend existing procedures for approving reasonable accommodation requests and permit requirements and necessary findings for residential care facilities serving seven or more persons to ensure that they are consistent with State law and fair housing requirements.

Responsible Agency: Community Development Department

Funding Sources: General Fund; grant funds (if available)

Objectives & Timeframe: Specific objectives and timeframes for actions to support special needs housing are as follows

- **Emergency Shelters:** Amend regulations for emergency shelter parking standards consistent with AB 139 (2019) by April 2024; continue to provide services to people experiencing homelessness in collaboration with the County of Santa Barbara, non- government organizations providing homeless services in the region, and local community-based volunteers and organizations, and continuously evaluate information to determine trends and issues related to homeless services as well as to evaluate the effectiveness and efficiency of those services. (See also Section I.E.6 of the Technical Report.)

- **Low Barrier Navigation Centers**: Adopt regulations for low barrier navigation centers consistent with AB 101 (2019) by April 2024.

- **Transitional and Supportive Housing**: Amend regulations for supportive housing consistent with AB 2162 (2018) by April 2024; continue to facilitate the production of transitional and supportive housing to serve the needs of persons with disabilities on a project-by-project basis throughout the planning period. (See also Programs 4, 5, 9 and 17.)

- **SRO Housing:** Amend regulations to remove the Conditional Use Permit requirement for SROs by April 2024; continue to facilitate the production of SRO housing to serve the needs of lower-income persons on a project-by-project basis throughout the planning period. (See also Programs 4, 5, 9 and 17.)

- **Reasonable Accommodation**: Support reasonable accommodation for persons with disabilities by amending regulations to remove subjective findings for approval related to potential impacts on surrounding uses by April 2024.

- **Residential Care Facilities**: Amend permitting requirements and necessary findings for residential care facilities for 7 or more persons to ensure that they are consistent with state law and fair housing requirements by April 2024.

- **Elderly:** In addition to the accessibility requirements of the building code, the housing needs of seniors can be addressed through smaller units, accessory dwelling units on lots with existing homes, shared living arrangements, congregate housing and housing assistance programs. The City will continue to actively engage the community through the City Council Ad Hoc Senior Services Planning Committee. The committee conducted and presented the results of a Community Needs Assessment Survey as well as data-supported recommendations for the creation of a senior services program to the City Council in November 2022. Based on the recommendations, the Council extended the term of the committee and revised its roles and responsibilities, tasking it with exploring and providing feedback on potential interim and long-term service models and partnerships for active adult/senior services in order to develop an actionable plan, or plans, for implementation by December 2023.

- **Large Households:** The City will continue to implement programs designed to address housing affordability and accessibility that could benefit large households. (See Programs 1, 4, 8, 5, 6, 7, 9, 17, and 18.) The City will also continue to work with non-profit housing organizations to facilitate affordable housing to benefit large households and others struggling with housing affordability. For example, in recent years Carpinteria has been successful in facilitating affordable family housing developments with 3-bedroom units such as Dahlia Court and Casas de las Flores, both developed and managed by Peoples' Self-Help Housing Corporation.

- **Female-Headed Households**: The City will continue to implement programs designed to address housing affordability and accessibility that could benefit female-headed households. (See Programs 1, 4, 8, 5, 6, 7, 9, 17, and 18.)

- **Farm Workers:** The City of Carpinteria will continue to support farmworker housing through programs to facilitate affordable housing development and rental assistance. (See Programs 4, 5, and 9.) Two affordable housing projects in Carpinteria, Dahlia Court and Chapel Court, are specifically targeted to farmworkers and their families. The City also supports farmworker housing through regulations in conformance with the Employee Housing Act.

- **17. Affirmatively Furthering Fair Housing** "Affirmatively furthering fair housing" (AFFH) means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a public agency's activities and programs relating to housing and community development. (Gov. Code § 8899.50(a)(1).)

  The most significant impediments to fair housing identified in Carpinteria are 1) Housing affordability; 2) Homelessness; and 3) Fair housing education. During the 2023-2031 planning period the City will pursue the following actions to address these issues.

FINANCIAL CONSIDERATIONS

Cost associated with the subject work will include staffing requirements and legal services charges in the hundreds of thousands of dollars range.

The City is in the process of establishing an advanced planning division (two positions) in order to effectively and efficiently address this work. The related total employee total compensation costs to be considered as a part of the Fiscal Year 2023-24 budget will be approximately $309,500. Staff positions required to prepare and implement these Zoning Code Amendments are expected to be paid for from Measure X and possibly supplemented by state grants, should grants become available during the processing of these amendments.

Legal services costs in support of City legislation and other special projects is projected at approximately $450,000 for Fiscal Year 2023-24, of which a portion of that spending would include the subject work.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney's Office will coordinate with the Community Development Department to complete these LCP and Carpinteria Municipal Code Title 14: Zoning amendments consistent with the City's certified Housing Element and in accordance with state law, including the California Coastal Act. Timely initiation of these amendments is necessary to meet the deadlines specified in state law and included in the Housing Element.

OPTIONS

The Council may choose to:

1. Initiate amendments to the Local Coastal Program and Carpinteria Municipal Code Title 14: Zoning to address State law consistency and implement the 2023-2031 Housing Element.

2. Take no action, or elect not to initiate the amendments as proposed herein.

3. Request staff to return to a future Council meeting with additional information prior to deciding whether to initiate the amendments.

PRINCIPAL PARTIES EXPECTED AT MEETING

Interested citizens

ATTACHMENTS

Attachment A Draft Resolution No. 6234

Staff Contact: Steve Goggia, Director
Community Development Department
(805) 755-4414 / steveg@carpinteriaca.gov

Signature

Reviewed by: Licette Maldonado, Director
Administrative Services
(805) 755-4448, licettem@carpinteriaca.gov

Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@carpinteriaca.gov

Signature

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

Signature

Attachment A

Draft Resolution No. 6234

RESOLUTION NO. 6234

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA INITIATING AMENDMENTS TO THE CARPINTERIA LOCAL COASTAL PROGRAM AND TITLE 14, ZONING, OF THE CARPINTERIA MUNICIPAL CODE, TO ADDRESS STATE LAW CONSISTENCY AND IMPLEMENT THE 2023-2031 HOUSING ELEMENT.

WHEREAS, pursuant to the City of Carpinteria's ("City") police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council of the City ("City Council") has the authority to enact and enforce ordinances and regulations for public health, safety, and welfare; and

WHEREAS, on January 1980, by Resolution No. 1019, the City Council adopted the Coastal Plan that was developed pursuant to The California Coastal Act of 1976 (Public Resources Code 30000 et seq.) ("Coastal Act"), which includes the entirety of the City's jurisdiction; and

WHEREAS, on October 12, 1981, by Ordinance No. 315, the City Council adopted Title 14 of the Carpinteria Municipal Code, in compliance with the State of California planning and zoning laws; and

WHEREAS, on April 10, 2023, by Resolution No. 4670, the City Council adopted the City's 6th Cycle Housing Element 2023-2031, and subsequently sent to the State Housing & Community Development (HCD) on April 12th for certification; and

WHEREAS, the City's 6th Cycle 2023-2031 Housing Element ("Housing Element") includes a number of programs in order to provide adequate properties to accommodate the City's Regional Housing Needs Allocation (RHNA) of 901 additional housing units for the 2023-2031 period. The new 901-unit allocation includes 286 units for very low income households, 132 units for low income households, 135 units for moderate income households, and 348 units for above moderate income households; and

WHEREAS, the Housing Element presents that the City intends to utilize the Residential Overlay District ("R Overlay District") to expand the potential sites that can accommodate residential uses. Per the Housing Element, the rezone amendments will include a minimum of 11.4 acres allowing densities of 20 to 25 units per acre (with a minimum density of 20 units per acre) to accommodate lower-income housing with appropriate development standards, including, but not limited to allowances for 3-story buildings and affordability requirements, to encourage maximum allowable densities and to ensure lower-income housing projects are feasible; and

WHEREAS, the Housing Element proposes other amendments to Carpinteria Municipal Code Title 14: Zoning and the City's Local Coastal Program (LCP) for (1) Emergency Shelters; (2) Low Barrier Navigation Centers; (3) Transitional and Supportive Housing; (4) Single Room Occupancy (SRO) Housing; (5) Residential Care Facilities; (6) SB 9 duplexes and lot splits; and (6) Accessory Dwelling Units and Junior Accessory Dwelling Units; and

WHEREAS, the City Council desires to initiate amendments to the City's Local Coastal Program and Carpinteria Municipal Code Title 14: Zoning in order to implement the City's Housing Element, address potential inconsistencies with State law, and facilitate the development of lower income housing.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct, and incorporated herein by reference.

SECTION 2. The City Council hereby initiates amendments to the Carpinteria Local Coastal Program, including, but not limited to, Title 14, Zoning, of the Carpinteria Municipal Code to address state law consistency and implement the 2023-2031 Housing Element.

PASSED, APPROVED AND ADOPTED on May 8, 2023, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on May 8, 2023.

_____

Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

_____

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

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
May 8, 2023

ITEM FOR COUNCIL CONSIDERATION

Amendments to the Carpinteria Municipal Code to add or modify anti-displacement regulations protective of tenants and adoption of Resolution No. 6235, initiating proposed amendment(s) to the City's Local Coastal Program and Carpinteria Municipal Code, as appropriate, for said regulations.

STAFF RECOMMENDATION

Adopt Resolution No. 6235 (Attachment A), initiating amendments to the City's Local Coastal Program and Carpinteria Municipal Code ("CMC"), as appropriate, for anti-displacement regulations; and articulate order of priorities for development of said regulations.

Sample Motion: I move to approve and adopt Resolution No. 6235, initiating amendments to the City's Local Coastal Program and Carpinteria Municipal Code relating to:

- Housing affordability;
- Just cause eviction ordinance, including "renovictions";
- A vacant parcel tax;
- Regulation of fractional ownership timeshares;
- Amending the City's existing inclusionary housing requirements (CMC Chapter 14.75); and/or
- Amending the City's existing short term rental regulations to allow for imposition of increased fines for certain violations (CMC Chapter 14.47);

and directing staff to prioritize the drafting of the regulations as determined by the City Council.

BACKGROUND

Californians spend a larger share of their income on rent than households in the rest of the nation. While this impacts residents at every income level it impacts low income renters most significantly[1]. Further, a lack of available housing contributes significantly to long home/work commute times that negatively impacts businesses (e.g., employee recruitment/retention), infrastructure (e.g., wear and tear on roads and highways), the environment (e.g., increased vehicle emissions), and exacerbates health and work-family conflict[2].

In recent years, State and local governments have responded to high home prices, low housing inventory and rising rents by enacting laws that aim to stimulate housing production, promote affordability, and strengthen tenant protections. A number of local governments across the State have enacted so-called "anti-displacement" policies and regulations that aim to protect residents, preserve existing affordable housing, and produce new affordable housing.

The purpose of this agenda item is to summarize a few of these policies and regulations as options to potentially incorporate in the Carpinteria Municipal Code ("CMC") and/or obtain direction from the City Council on further work efforts with respect to each. The City Council also may want to prioritize certain measures and provide direction to staff as appropriate. The anti-displacement measures that are proposed for consideration include:

- Housing affordability;
- Just cause eviction ordinance (includes addressing "renovictions");
- A vacant parcel tax;
- Regulation of fractional ownership timeshares;
- Amending the City's existing inclusionary housing requirements (CMC Chapter 14.75); and
- Amending the City's existing short term rental regulations to allow for imposition of increased fines for certain violations (CMC Chapter 14.47)

The City already implements numerous related anti-displacement measures.

For example, the City, along with the Cities of Goleta and Santa Barbara, participates in the Rental Housing Mediation Program, which is operated through the City of Santa Barbara to provide landlord-tenant dispute resolution services to those cities' residents.[3]

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[1] The 2022-23 Budget: The Governor's Housing Plan, Legislative Analyst's Office, February 2022
[2] Bai, B., Gopalan, N., Beutell, N. *et al.* Impact of Absolute and Relative Commute Time on Work–Family Conflict: Work Schedule Control, Child Care Hours, and Life Satisfaction. *J Fam Econ Iss* 42, 586–600 (2021). https://doi.org/10.1007/s10834-021-09752-w
[3] The 2023-2031 Housing Element identifies only one complaint filed with the Rental Housing Mediation Program between 2015 and 2019. However, the 2023-2031 Housing Element also identifies that many City resident are not aware of City resources, like the Rental Housing Mediation Program. As a result, 2023-2031 Housing Element further identifies fair housing education as part of Program 17 to ensure that City residents are aware of City housing resources.

The County, through United Way, operates an Emergency Rental Assistance Program for all County residents, providing rental and utility grants to eligible individuals. Such resources, however, are not regulations that directly impact tenant or resident rights.

The City's most recent regulation in this space was in 2021 with the amendment to CMC Chapter 14.74, relating to Ownership Conversions Affecting Apartments; Conversion Permits. CMC Chapter 14.74 limits the conversions of rental apartments into condominium to preserve the City's rental housing stock.

DISCUSSION

The following section provides additional background and information on potential anti-displacement measures that the City Council could choose to initiate and prioritize. Included as Attachment B is a summary table to assist the City Council with its evaluation of the proposed anti-displacement measures. The table contains the proposed anti-displacement measure, a brief summary, potential implementation considerations, estimates of the level of work involved, and a space for Council feedback on prioritization.

A. Affordable Housing

In recent years, California has seen a dramatic increase in home prices and the rental rates due to a variety of factors. To address the immediate needs of local residents, the state and local agencies have pursued regulations, like rent control or rent stabilization, or financial assistance programs to support tenants and homeowners remain in their residences.

1. Rent Stabilization

Since 1995, local agency regulation of rent stabilization or rent control has been restricted by the Costa-Hawkins Rental Housing Act (Civil Code §§1954.50–1954.535), which limits the ability of local governments to enact rent control measures by generally exempting single family homes and post-1995 construction from rent control. This means that cities can only impose rent control on buildings built before 1995. Any property constructed and approved for occupancy after 1995 is not subject to local agency rent control regulations.

Separately, but relatedly, in 2019, the California Legislature passed Assembly Bill 1482, which is commonly known as the California Tenant Protection Act. A copy is included as Attachment C. This legislation, codified in Civil Code sections 1946.2 and 1947.12, provides protections to tenants throughout the State of California, including through limiting rent increases and preventing evictions without cause (discussed below), among other things. Regarding rent increases, the California Tenant Protection Act limits rent increases over the course of any 12-month period to (i) 5% plus the annual inflation rate (e.g., the Consumer Price Index or "CPI") or (ii) 10%, whichever is lower. The California Tenant Protection Act exempts from rent stabilization: (i) units constructed within the last 15 years; (ii) units restricted by deed, regulatory restriction or

other document limiting the affordability to low or moderate income households; (iii) certain dormitories; (iv) two unit properties where the second unit was occupied by the property owner; and (v) single family homes and condominiums when (a) the unit is not owned by a real estate trust, corporation or LLC, and (b) the landlord provided notice of potent rent increases under the law. Importantly, the California Tenant Protection Act also does not apply to properties covered by a local agency's rent control ordinance.

Taking the Costa-Hawkins Rental Housing Act and the California Tenant Protection Act together, a local agency may generally impose rent stabilization regulations (including regulations that are stricter than those in the California Tenant Protection Act) on multi-family buildings built before 1995. For buildings built after 1995, a local agency cannot impose rent stabilization regulations on such buildings; rather, rent stabilization for those buildings is governed by the California Tenant Protection Act. Because the City – like all others in South Santa Barbara County – does not currently impose rent stabilization outside of mobilehomes, rent caps are governed by State law. As of February 2023, the local annual change in CPI was 5.4%,[4] which would result in the current rent cap being the state-established maximum of 10% for tenants in covered units.

Several local agencies impose additional rent controls on top of the statewide limits. For example, in March of this year, the Ojai City Council approved a tenant protection ordinance that included a rent control aspect. Specifically, the ordinance – which took effect on April 28, 2023 – caps annual increases at 4% for apartments. In light of the interplay between the Costa-Hawkins Rental Housing Act and the California Tenant Protection Act, this means that Ojai's 4% cap will generally apply to multi-family buildings constructed before 1995, while other buildings will be governed by the 5% plus 10% or CPI cap set forth in the California Tenant Protection Act.

The City may consider whether to amend the CMC to include rent stabilization regulations that apply to multi-family housing built before 1995. Establishing additional rent stabilization regulations could help protect against rent increases, limit displacement, and promote community by keeping established tenants in their existing housing.

There are some criticisms about rent control, rent stabilization or rental caps. Specifically, critics allege that these measures lead to a decrease in available rental housing over time because rent control disincentivizes developers from building new housing and incentivizes current tenants to stay, thereby causing the rental market to stagnate. In addition, rent control reduces profitability for landlords, which in turn may mean that maintenance is not a priority thereby leading to lower quality rental housing. In some places, rent control could also encourage sale of the property to

[4] California Department of Industrial Relations, Consumer Price Index – California, All Urban Consumers https://www.dir.ca.gov/OPRL/CPI/PresentCCPIchange.PDF

homeownership or conversion to other uses, further reducing the availability of lower income housing.[5]

2. Housing Subsidies

Housing subsidies are another strategy that cities employ to maintain affordable rental rates and preserve the ability of homeowners to remain in their residences.

The City in coordination with other local agencies currently has a variety of financial assistance programs available to provide rental and homeowner assistance. The City coordinates with the City of Santa Barbara Housing Authority and County of Santa Barbara Housing Authority for Section 8 rental assistance vouchers. As of October 2021, 177 Carpinteria residents received assistance through Section 8 vouchers to pay up to 70% of their rent.

The City also receives Community Development Block Grant and HOME Investment Partnership Programs from the County. These funds are used to support a wide range of affordable housing activities, including building, buying and/or rehabilitating affordable housing for rent or homeownership, or providing direct rental assistance to low income households.

Historically, the City also has facilitated the use of United States Department of Agriculture (USDA) funds for loans to very-low income homeowners to repair, improve or modernize their homes. Further, USDA grant funds are available for homeowners who are 62 years of age or older that cannot repay a loan.

The 2023-2031 Housing Element provides more details on these funding sources, and others, available to subsidize existing affordable housing. Specifically, Program 4 (Section 8 Rental Assistance), Program 5 (Affordable Rental Housing Development Assistance), Program 15 (Single-Family Housing Rehabilitation), Program 16 (Multi-Family Housing Rehabilitation and Preservation) and Program 18 (Workforce Homebuyer Down Payment Loans) describe various funding opportunities and the City's commitment to expanding these programs over the next eight years. However, the 2023-2031 Housing Element also identifies that the lack of knowledge about these programs within the City has diminished their efficacy since residents may not be aware of these opportunities.

The City Council could direct staff to explore additional funding sources and establish more robust communication and engagement strategies to enable more City residents to participate in these programs immediately.

[5] Rosen Consulting Group, Housing Affordability in the South Coast: Impacts of Past Policies and Potential Pathways for the Future, pg. 21 (May 2022); Jeffrey Harding, Rent Control Will Harm the Poor, Santa Barbara Independent (August 31, 2022); Economic Forecast Project, Rent Control is Not the Answer: Never has Been, Never Will Be (March 2, 2022).

B. Just Cause Eviction and "Renoviction"

In addition, California Tenant Protection Act also imposes eviction protections for tenants in covered units.[6] The law generally requires landlords to have a "just cause" reason to terminate a residential tenancy of at least 12 months. The law is a floor, and does not apply if there is a parallel local ordinance adopted or amended after September 1, 2019 that is more protective than state law. State law supersedes local ordinances that are less protective than state law, unless the parallel local ordinance was adopted on or before September 1, 2019.[7] State law, which will sunset on January 1, 2030 absent an extension, currently applies in the City since there is no on-point local law. Both the City of Santa Barbara and County of Santa Barbara have chosen to enact more stringent local requirements, which are discussed below.

1. State Law

State law defines "just cause" for terminating a residential tenancy as either "at-fault just cause" or "no-fault just cause." "At fault just cause" includes, among other things, a tenant's defaulting on rent, subletting without permission, or maintaining a nuisance on the property. "No fault just cause" includes an intent by the owner or his/her family to occupy the property; withdrawal of the property from the rental market; compliance with an order or ordinance that necessitates vacating the property; and an intent to demolish or to substantially remodel the property.

"At fault just cause" requires providing the tenant with notice of the violation and three days' opportunity to cure it (excluding Saturday, Sunday and judicial holidays). "No fault just cause" requires the owner to notify tenant of the right to either payment of relocation assistance comprising of one months' rent (in effect at the time of the notice) or a waiver of the final month's rent. State law requires notification to tenants about the law, either as an addendum to the lease or separate written notice signed by the tenant. As discussed above, the law does not apply to most single-family residences, provided that the owner is not a real estate investment trust, corporation, or limited liability company, and certain statutory language is included in the lease. Nor does it apply to a rental property that was issued a certificate of occupancy in the last 15 years.

2. Local Laws

Both the City of Santa Barbara and Santa Barbara County have adopted their own more protective local laws, which supersede state law. Like state law, both ordinances

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[6] Further, pending legislation, Senate Bill 567, seeks to expand eviction protections under the California Tenant Protection Act. (See SB 567, available at https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202320240SB567 (accessed on Apr. 28, 2023).)

[7] The City coordinates with the Santa Barbara Rental Housing Mediation Program (SBRHMP) to assist residents with landlord/tenant, fair housing and other eviction issues. In the last year or so, SBRHMP reports approximately 33% of the requests from City residents involve termination of tenancy issues.

generally apply to multi-family residential (duplexes and larger) and require "just cause" for terminating tenancy, with at fault and no fault just cause defined the same as in state law. Tenants qualified for relocation assistance must have occupied their rental units for at least twelve months.[8]

The City of Santa Barbara's Ordinance No. 5979, adopted on December 9, 2020, added Chapter 26.50 to their municipal code ("Just Cause for Residential Evictions"). Santa Barbara County urgency Ordinance No. 5175, adopted on April 6, 2023, added Article IV (Just Cause for Residential Evictions) to Chapter 44 (Residential Property Landlord Tenant Rights) of the County's Code. Both are more stringent than state law in that tenants evicted for no fault just cause are entitled to an amount equal to three months' rent. For City of Santa Barbara, rent refers to the rent in effect at the time the owner issued the notice to terminate tenancy. For County of Santa Barbara, rent is the fair market rent for the area as determined by the Department of Housing and Urban Development (HUD) or seven thousand dollars, whichever is greater. Unlike State law, the City's relocation assistance must be paid either within 15 calendar days of issuance of the notice to terminate, or half of the relocation assistance may be paid in this time frame, with the balance due no later than the time the tenant vacates the premises. The County generally requires relocation assistance payments be made within 20 days of notice of tenancy termination. Both ordinances require relocation assistance to be paid to each qualified tenant, rather than in a lump sum.

Regarding so-called "renovictions," whereby the landlord evicts tenants in order to complete renovations, both the City and County of Santa Barbara require the landlord to provide copies of the necessary permits to the tenants along with an explanation of the scope of work to be performed and why the work requires the tenant to vacate concurrent with the notice to vacate. Copies of the tenant communications must then be filed with the Community Development Department.

Both local ordinances make the landlord's failure to adhere to the applicable ordinance's requirements a defense in an unlawful detainer action. The City of Santa Barbara requires the City Administrator and City Attorney to present an annual status report on the effects of AB 1482 rent control on the local rental market, with focus on the growth of differentials between contract rents and market rents.

C. Vacancy Tax

Vacant Parcel Taxes ("VPT") are taxes placed upon unused and/or under-used properties. Generally, VPTs are intended to motivate property owners to develop vacant parcels and to either sell or rent unoccupied units to ensure all available housing is used. Other benefits include addressing blight and code compliance issues associated with vacant parcels, and revenue generation.

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[8] The City of Santa Barbara requires all tenants be offered a lease with a minimum one year tenancy, which in effect provides them with the option of a lease subject to the California Tenant Protection Act (see Municipal Code Chapter 26.40).

A VPT is a parcel tax and must be placed on the ballot either by council or by citizen initiative. Council placement on the ballot requires 66.7% of the electorate's vote to pass; citizen initiatives require only a simple majority vote (>50%).

In order to implement a VPT, the city must draft an ordinance that identifies which parcels will qualify as "vacant", the appropriate tax rate, owners that will be exempt from the tax, what the proceeds will be used for, and how the tax will be enforced.

For example, in the City of Oakland, one of the first to successfully adopt a VPT at the November 2018 general election, a parcel is considered "vacant" if it is in use less than 50 days during a calendar year. The current maximum VPT rates include an annual tax rate of $6,000 per parcel for residential parcels and $3,000 per vacant residential unit in a condominium, duplex, or townhouse unit under separate ownership. In the City of Berkeley, starting in 2024, a $3,000 tax will be imposed on residential units in duplexes, condominiums, single-family homes and townhouses that are vacant for more than 182 days of a year for the first year and a tax of $6,000 is imposed for any subsequent year a unit is vacant. City and County of San Francisco's VPT also will commence next year and defines a property "vacant" if it is unoccupied, uninhabited, or unused, for more than 182 days, whether consecutive or nonconsecutive, in a tax year. For properties less than 1,000 sq. ft. the tax is $10,000 per residential unit; for properties 1,000 to 2,000 sq. ft. the tax is $14,000 per residential unit; and for units greater than 2,000 sq. ft. the tax is $20,000 per residential unit.

VPTs are usually collected annually via property tax, and the proceeds are typically used to fund homeless and affordable housing programs. There are a number of administrative burdens associated with enforcing the tax that will require staff or consultant time, such as making both an initial and ongoing determination of what properties are vacant, allowing owners to contest the vacancy determination, and allocating proceeds to appropriate programs.

Nationally, few local governments impose VPTs, and VPTs have only recently gained traction in California. A number of California cities have begun to explore VPTs as a way to address the need for affordable housing, but have not yet taken concrete steps to put the issue on the ballot. They include the Cities of: Santa Barbara, Simi Valley, Los Angeles, San Diego, Half Moon Bay, Capitola, and Richmond. The City of Santa Cruz's citizen-sponsored VPT initiative failed in November 2022.

Because the VPT is relatively new and few jurisdictions actually impose it, its long-term impacts and efficacy remain undetermined. As has been the case with monitoring short term rentals and other similar programs, there will be associated time and monetary costs with establishing and maintaining a City VPT. For example, the City of Oakland has delegated implementation and monitoring of their VPT program to SCI Consulting Group and formed a nine-member commission to advise the City on expenditure of the tax revenue.

D. Regulating Fractional Ownership Timeshares

Pacaso, Inc. ("Pacaso") launched in 2020 as the principal proponent of an emerging trend in which prospective second-home buyers purchase shares in a limited liability company (LLC) as a vehicle for holding title to a home. Each shareholder has a fractional ownership interest in the home that is used as a vacation stay for a certain amount of time each year.

Pacaso has been controversial in those cities where Pacaso has a presence, since the public looks to the city to regulate the perceived or actual impacts these homes create, including high-turnover of occupants, noise, increased traffic, loss of privacy, loss of community buy-in, reduction in available housing stock, and decline in property values. The City currently has no Pacaso homes.

The Cities of St. Helena, South Lake Tahoe, Carmel-by-the-Sea, Palm Springs, and Monterey County have all issued cease and desist letters to Pacaso, under the theory that Pacaso fractional ownership homes are "timeshares" and are therefore subject to their respective timeshare ordinances. Pacaso is in ongoing litigation with St. Helena, alleging that St. Helena's timeshare ordinance is unconstitutionally vague and the city unlawfully and selectively enforced the ordinance against Pacaso. Trial is scheduled for January 8, 2024. Since the start of litigation, St. Helena has amended its timeshare ordinance in response to Pacaso's business model. Beverly Hills and City of Sonoma adopted urgency ordinances banning Pacaso-style fractional ownership timeshares until they could draft more comprehensive regulations.[9] Beverly Hills' urgency ordinance is still in effect and is set to expire on or around July 16, 2023. On June 15, 2022, City of Sonoma adopted an ordinance banning all timeshare uses in the city, including Pacaso-style fractional ownership homes.

The CMC currently defines terms relating to timeshares, but is otherwise silent on the subject. There are no express prohibitions against timeshares anywhere in the City.

Staff reviewed several other jurisdictions' ordinances regulating timeshares. A common theme is the regulation of timeshares by qualifying them as commercial uses restricted to commercially zoned areas. Alternatively, some jurisdictions have completely prohibited timeshare uses within their boundaries. The City Council may consider adopting an interim urgency ordinance prohibiting timeshares, including Pacaso-style fractional ownership homes to provide the City with time to gather the information necessary to understand the impacts of Pacaso-style fractional ownership homes.

Options for regulating include the following:

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[9] In response to claims that Pacaso diminishes the local housing stock, Pacaso has argued that its fractional ownership model results in the conversion of fewer residences into second-homes or vacation rentals by only taking one residence off the market instead of multiple residences. However, this assertion has not been confirmed.

1. Establish a geographically limited zone where timeshare uses would be permitted, subject to a discretionary permitting process;
2. Adopt a policy where timeshare uses are permitted in all residential zones subject to a license procedure;
3. Adopt a ban on all timeshare uses city-wide; or
4. Do nothing and allow fractional ownership timeshares to be unregulated.

If the City chooses the regulate timeshares, the City may consider amending the existing definitions of the terms "timeshare" and "timeshare project" to encompass fractional ownership vacation homes.

The City Council, however, should be aware that there are a number of emerging Pacaso competitors that advertise themselves as anti-fractional ownership, such as Equity Estates, Summer, and reAlpha.[10] Given the evolving nature of these businesses and ownership models, any regulations may need to be revised to address potential business and ownership models that gain traction in the future.

E. Updating Inclusionary Housing Requirements

Inclusionary housing ordinances are intended to encourage developers who are creating market-rate housing to set aside a percentage of the housing to be sold or rented at below-market rates. Where adding on-site inclusionary housing is infeasible, some jurisdictions allow payment of an "in-lieu fee" set by the local agency.

On June 14, 2004, the City Council adopted the Inclusionary Housing Ordinance, which included an "in-lieu fee" alternative, codified at CMC Chapter 14.75. The City Council may desire to evaluate its Inclusionary Housing Ordinance and in-lieu fee to confirm that is the ordinance furthers the City's policy goals. The following provides an overview of the City's existing Inclusionary Housing Ordinance and in-lieu fee and describes other neighboring jurisdictions approaches.

1. City Inclusionary Housing Ordinance

The City's Inclusionary Housing Ordinance requires all residential ownership projects of five or more units to provide onsite affordable housing for above-moderate income households.[11] The inclusionary housing requirement is 12% of the total number of net new market rate units with sale prices set for households earning 121% to 200% of area median income (AMI) set by the federal government. For example, The Cottages Carpinteria project, a five-unit development at the Faith Lutheran Church property, constructed one deed restricted, affordable unit which the City offered for sale to

[10] For example, Equity Estates apparently purchases luxury homes worldwide and allows members to use any of them for a set number of days a year, periodically liquidates holdings and provides investors with return plus profits. Preliminary review of this model suggests it could be covered by appropriately drafted timeshare regulations.

[11] The City's Inclusionary Housing Ordinance does not apply to rental housing projects.

qualifying above-moderate income households through a lottery. The sale price of the four bedroom, two bath, 2,210 square foot home was $674,100.

The City Council also adopted an in-lieu housing fee associated with the Inclusionary Housing Ordinance. This fee may be paid only when a finding is made that providing onsite inclusionary housing is infeasible. The ordinance does not allow affordable housing to be provided off-site. In-lieu fees are deposited into the Affordable Housing Trust Fund. The fund is used for the provision of affordable housing and for reasonable costs associated with the development, maintenance and oversight of affordable housing and housing programs, such as Rental Housing Mediation, in the City.

The existing ordinance provides a methodology for calculating in-lieu fees for single family units and condominium units. The in-lieu fee is based on a formula used by the City of Santa Barbara that includes the median sales price of condominiums and single family dwellings for the prior year, the median household income for the County of Santa Barbara and current mortgage interest rates. The in-lieu fee is applied as a traditional land use or zoning regulation rather than as an exaction or development impact fee. The ordinance specifies that the City Council adopt the amount of the in-lieu fee by resolution and that the Council may annually review and adjust the amount of the in-lieu fee. On July 11, 2022, the City Council adopted the City's current in-lieu fees of $735,400 for single family dwellings and $214,200 for condominium.[12] In the City, payment of an in-lieu fee is rare.

2. Other Local Inclusionary Housing Ordinances

Other nearby agencies have similar inclusionary housing ordinances, but vary widely in their approach to inclusionary housing and in-lieu fees. The City of Santa Barbara's inclusionary housing ordinance requires projects with ten or more units (excluding any density bonus units) to provide at least 15 percent of the total units as inclusionary units offered for sale at prices affordable to middle-income (up to 160% AMI) or, in the case of residential lot subdivisions, for the construction of single unit homes for upper-middle income households (up to 200 percent AMI). For projects of two to nine units developer can pay in-lieu fees or provide one unit as an owner-occupied middle-income restricted unit.

The City of Goleta has an inclusionary housing program requiring inclusion of 20% affordable units within new residential development. On-site affordable units are strongly preferred; however, an in-lieu payment option is available to small residential projects with two to four units and to projects with five or more units with a finding by the City Council that providing affordable units on-site is infeasible. Projects qualifying for a 20% affordability level must provide:

[12] For detailed description of calculation see Exhibit 1 to Resolution No. 6147, Council Agenda Staff Report, July 11, 2022, available at https://carpinteria.granicus.com/MetaViewer.php?view_id=2&clip_id=1070&meta_id=71823.

- 2.5% of the total number of units at prices affordable to extremely low-income households;
- 2.5% affordable to very low-income households;
- 5% affordable to low-income households;
- 5% affordable to moderate-income households; and
- 5% affordable to above moderate-income households earning 120 to 200% AMI.

If unable to provide the required affordable housing on-site, off-site, or through a land dedication, the developer may propose paying an in-lieu fee subject to city of Goleta's approval. In-lieu fees rates are set based on a per square foot amount corresponding to each different income category.

Santa Barbara County's inclusionary housing ordinance requires residential projects creating five or more units or subdivisions creating five or more lots to construct up to 15% of affordable housing units on the site or pay fees in-lieu of constructing the affordable dwellings.

In 2021, a City of Goleta Planning Commission staff report studied inclusionary requirements and in-lieu fees in eight nearby jurisdictions including cities of Santa Barbara, Carpinteria, Ventura, San Luis Obispo ("SLO"), Oxnard, Arroyo Grande, Pismo Beach, and unincorporated areas of Santa Barbara County.[13] The study highlighted the following variables between the in-lieu fee programs:

- *Projects Subject to Inclusionary Requirements* – i.e., whether a particular number of residential units triggers to the requirement to provide inclusionary housing;[14]
- *Projects Allowed to Pay Fees*, – i.e., whether projects allowed "by right" or with a smaller number of units could pay an in-lieu fee;
- *Amount of For-Sale Project In-Lieu Fees* – i.e., the amount of an in-lieu fee evaluated on a per square foot basis;[15]
- *Inclusion Requirements on Rental Projects* – i.e., whether new rental housing projects had to reserve a percent of the units available for rent at certain affordability requirements;
- *Rental In-Lieu Fees* – i.e., the amount of an in-lieu fee for rental projects on a per square foot basis;

In summary, the scope of an inclusionary housing ordinance and in-lieu fees are a policy decision. Inclusionary housing ordinances seek to require new development to

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[13] The staff report is available here: https://goleta.legistar.com/LegislationDetail.aspx?ID=5128403&GUID=80EA28CF-D577-45B9-A639-ACA19F8A24F1

[14] As noted above, the City's Inclusionary Housing Ordinance applies to projects of 5 or more units. The City of Santa Barbara's requirements apply to projects 10 or more units with requirements to pay in-lieu fees applying to smaller projects (2-9 unit projects).

[15] The study highlighted that in-lieu fees ranged from $7-8/sq. ft. in San Luis Obispo County jurisdictions to $34-46/sq. ft. in Santa Barbara County jurisdictions. According to the Goleta Study, Carpinteria is on the higher end of the pricing spectrum with rates that equate to $12-27/sq. ft.

provide different types of affordable units, such as very low and low income housing and/or moderate or above-moderate income housing, to reflect the needs of each jurisdiction. However, stringent inclusionary housing ordinances are often viewed by developers and State agencies as a creating a constraint on new residential development.[16]

Further, inclusionary housing ordinance fees also have numerous policy considerations. Setting high in-lieu fees and only allowing in-lieu payment under limited circumstances signal a policy decision to encourage on-site construction of affordable housing. On the other hand, lower in-lieu fees and "by-right" options to pay an in-lieu fee, might reflect a policy goal of encouraging in-lieu payments as a tool to generate flexible revenue for construction of affordable housing when on-site construction is not feasible. However, a formula that results in fees that are too high or too low can distort the market, affect developers' decisions, and ultimately affect where and how much affordable housing is built.

Considering that the City's Inclusionary Housing Ordinance was adopted in 2004, the City Council may want consider to analyzing the Inclusionary Housing Ordinance requirements and in-lieu fee program to ensure that the ordinance is effectively furthering the City's policy goals. This analysis may involve having a consultant review the in-lieu fee calculation method and propose amendment, if necessary.

F. Short Term Rentals

In 2021, the California Legislature passed Senate Bill 60, which amended sections 25132 and 36900 of the Government Code related to permissible fines that cities may impose on persons violating city ordinances. Specifically, these amendments increased the fines that cities can assess for a violation of an ordinance pertaining to a short-term rental that poses a threat to health and safety. As amended, Government Code sections 25132 and 36900 permit the following fines for such violations:

- Fine for a first violation of a short-term rental ordinance is $1,500.
- Fine for a second violation of a short-term rental ordinance is $3,000.
- Fine for each additional violation of the same ordinance within the same year are $5,000.

Senate Bill 60 also requires cities to include a process by which a responsible party can apply for a hardship waiver for the imposed fines for violation of a short-term rental ordinance.

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[16] For example, the California Department of Housing and Community Development (HCD) recently requested that the City of Goleta provide an analysis of whether its inclusionary housing ordinance is a potential constraint on the development of new housing in Goleta. (See HCD, City of Goleta's 6th Cycle 2023-2031 Adopted Housing Element Letter. p. 3 (March 20, 2023) https://www.cityofgoleta.org/home/showpublisheddocument/27970/638149237394100000.

Some local agencies near the City have amended their ordinances to reflect the increased fines permitted under Senate Bill 60. For example, the County of Santa Barbara broadly authorizes the imposition of fines up to the maximum amounts set forth in Section 25132 of the Government Code. (County of Santa Barbara Municipal Code section 24A04.) Thus, the County's Municipal Code incorporates the increased fines from Senate Bill 60 by reference.

Currently, the CMC does not authorize imposition of the increased fines made permissible by Senate Bill 60. Rather, CMC 1.06.050 allows the City to impose fines set by resolution of the City Council, which may not exceed the penalty for infractions that is set by State law. Infractions are fined as follows: up to $100 for a first violation; up to $200 for a second violation with a year of the first violation; and up to $500 for each additional violation within that year. These amounts are significantly lower than what the new state law permits.

In light of the foregoing, the City should consider whether to amend the CMC to allow for the imposition of increased fines where the same is permissible under Government Code sections 25132 and 36900. This would allow the City to impose increased fines on public health and safety violations at short-term rentals.

The City Council also may want to consider further refinements to the short-term rental ordinance to clarify certain provisions, to improve enforceability, and to maintain the City's current balance of short-term rentals and traditional rental housing.

SUMMARY

The following provides a brief summary of the above items.

- The City currently operates under state law for rent control and just cause eviction, but has the option to adopt more stringent regulations which would supersede state law. Areas of regulation for just cause eviction include increasing the amount of relocation assistance, the time for payment of such assistance, and making failure to adhere to the ordinance's requirements a defense in an unlawful detainer action.

- The City may choose to put a vacancy parcel tax measure on the ballot as a means to stimulate use of underused properties in the City.

- The City may regulate fractional ownership timeshares by adopting comprehensive timeshare regulations. In the interim, the City may consider adopting an urgency ordinance doing the same, to allow the City more time to understand the pertinent issues of such regulation.

- The City may consider re-evaluating its Inclusionary Housing Ordinance and in-lieu fee.

- The City may consider amending its regulations related to short term rentals to allow for the imposition of increased fines for certain violations as permitted by law and additional changes to improve enforcement.

POLICY CONSIDERATIONS

These tenant protective measure are in line with the City's General Plan Policies that support affordable housing. The following programs are from the City's recently adopted Housing Element:

Program 1 (Adequate Sites to Accommodate Regional Housing Needs),
Program 2 (Accessory Dwelling Units),
Program 4 (Section 8 Rental Assistance),
Program 5 (Affordable Rental Housing Development Assistance),
Program 6 (Inclusionary Housing),
Program 7 (Density Bonus),
Program 9 (Regulatory Concessions and Incentives for Affordable Housing),
Program 11 (Special Needs Housing),
Program 12 (Conservation of Mobile Home Parks and Rent Stabilization),
Program 13 (Condominium Conversion Ordinance),
Program 14 (Housing Code Compliance),
Program 15 (Single-Family Housing Rehabilitation),
Program 16 (Multi-Family Housing Rehabilitation and Preservation),
Program 17 (Affirmatively Furthering Fair Housing); and
Program 18 (Workforce Homebuyer Down Payment Loans)

This work can also be found consistent with the Legislative & Policy program of the 2023 Work Plan, which specifically identifies many of the initiatives discussed in this Staff Report.

FINANCIAL CONSIDERATIONS

Drafting each anti-displacement regulations will require staff and City Attorney time, and may necessitate involving consultants (e.g., inclusionary housing in-lieu fee). Initial estimates of the amount of staff and attorney time are included in Attachment B.

Monitoring these programs, in particular, vacancy tax and LLC ownership of second homes, will require staff time and may even necessitate expanding staff or hiring consultants.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

It is also a well-established legal principle that a public agency's police power has broad application to protect the public health, safety, and welfare of its residents which has been interpreted to include regulations similar to those outlined in this report. The City Attorney has reviewed this Staff Report and will be available to answer questions at the meeting.

In addition, Attachment B provides a brief overview of potential strategies to implement the potential regulations described in this report. For some regulations, the City Council may want to consider adoption of an urgency ordinance pursuant to Government Code section 65858 to establish a temporary moratorium to protect against current and immediate threats to public health, safety or welfare that may occur during the City's development of permanent regulations.

OPTIONS

1. Initiate amendments to the Local Coastal Program and Carpinteria Municipal Code, as appropriate, for "anti-displacement" regulations and articulate priorities.
2. Request staff to return to a future Council meeting with additional information prior to deciding whether to initiate the "anti-displacement" regulations.
3. Direct staff to defer "anti-displacement" regulations either indefinitely or for a time certain.

PRINCIPAL PARTIES EXPECTED AT MEETING

Interested members of the public

ATTACHMENTS

Attachment A: Resolution No. 6235
Attachment B: Anti-Displacement Measures Summary Table
Attachment C: California Tenant Protection Act

Staff contact: Steve Goggia, Director
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FOR SG
Signature

Reviewed by: Licette Maldonado, Director
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Reviewed by: Dave Durflinger, City Manager
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Signature

ATTACHMENT A

RESOLUTION NO. 6235

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA INITIATING AMENDMENTS TO THE CARPINTERIA LOCAL COASTAL PROGRAM AND THE CARPINTERIA MUNICIPAL CODE TO PRESERVE AND PROMOTE AFFORDABLE HOUSING

WHEREAS, pursuant to the City of Carpinteria's ("City") police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council of the City ("City Council") has the authority to enact and enforce ordinances and regulations for public health, safety, and welfare; and

WHEREAS, on January 1980, by Resolution No. 1019, the City Council adopted the Coastal Plan that was developed pursuant to The California Coastal Act of 1976 (Public Resources Code 30000 et seq.) ("Coastal Act"), which includes the entirety of the City's jurisdiction; and

WHEREAS, on October 12, 1981, by Ordinance No. 315, the City Council adopted Title 14 of the Carpinteria Municipal Code, in compliance with the State of California planning and zoning laws; and

WHEREAS, on April 10, 2023, by Resolution No. 4670, the City Council adopted the City's 6th Cycle 2023 - 2031 Housing Element ("Housing Element"), and subsequently sent it to the State Housing & Community Development (HCD) on April 12th for certification; and

WHEREAS, the Housing Element includes a number of programs in order to promote the development, affordability and maintenance of the City's housing supplies, including but not limited to Program 1 (Adequate Sites to Accommodate Regional Housing Needs), Program 2 (Accessory Dwelling Units), Program 4 (Section 8 Rental Assistance), Program 5 (Affordable Rental Housing Development Assistance), Program 6 (Inclusionary Housing), Program 7 (Density Bonus), Program 9 (Regulatory Concessions and Incentives for Affordable Housing), Program 11 (Special Needs Housing), Program 12 (Conservation of Mobile Home Parks and Rent Stabilization), Program 13 (Condominium Conversion Ordinance), Program 14 (Housing Code Compliance), Program 15 (Single-Family Housing Rehabilitation), Program 16 (Multi-Family Housing Rehabilitation and Preservation), Program 17 (Affirmatively Furthering Fair Housing) and Program 18 (Workforce Homebuyer Down Payment Loans); and

WHEREAS, the protection of the City's housing stock for long-term residency is important to maintain local workforce housing supporting the City's economy, including its tourism hospitality, and agricultural industries; and

WHEREAS, the City is experiencing a housing affordability shortage that threatens the public health, safety and welfare of its citizenry; and

WHEREAS, as reported in the 2021 Carpinteria Valley Economic Profile, the existing for-sale housing market offers few properties for sale per year and 2021 was the most limited on record; and

WHEREAS, as reported in the 2021 Carpinteria Valley Economic Profile, the median selling value of a home in Carpinteria during calendar year 2021 was $1,680,000, an increase of 35 percent over the median selling value of all homes sold in 2020; and

WHEREAS, as reported in the 2021 Carpinteria Valley Economic Profile, apartments and mobile homes represent 53 percent of the City's total housing stock and finds there are very few apartments available for rent within the City; and

WHEREAS, the loss of affordable residential units, eviction of tenants without just cause, and underutilization of residential buildings decreases the supply of affordable housing, increases the costs of housing, and often displaces residences, especially for the elderly, families and those with special needs, whom cannot find comparable housing within the City; and

WHEREAS, regulations to preserve existing affordable residential units, protect residential tenants, increase the supply of residential units, and decrease the conversion of long-term residential units to other uses, help protect the public health, safety and welfare of City residents and affirmatively further fair housing within the City; and

WHEREAS, the City Council desires to initiate amendments to the City's Local Coastal Program and Carpinteria Municipal Code in order to preserve and promote affordable housing within the City.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct, and incorporated herein by reference.

SECTION 2. The City Council hereby initiates amendments to the Carpinteria Local Coastal Program, including, but not limited to, Title 14, Zoning, of the Carpinteria Municipal Code to preserve and promote affordable housing.

PASSED, APPROVED AND ADOPTED on May 8, 2023, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on May 8, 2023.

_____
Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

ATTACHMENT B

ANTI-DISPLACEMENT MEASURES SUMMARY

Measure	Summary	Implementation Considerations	Estimated Level of Work (Staff/Attorney Time)	Council Priority
Housing Affordability	Establish more stringent rent stabilization regulations on certain types of units than provided for in State Law; and/or Additional rental and housing support (e.g., Section 8)	Rent Stabilization Ordinance; and/or Staff Support	50 – 90 Hours; 30 – 50 Hours	
Just Cause Eviction Ordinance (including Renovictions)	Establish more stringent tenant protections, such as relocation assistance and notice requirements, the provided for in State Law	Urgency Ordinance / Permanent Ordinance	20 – 40 Hours / 60 – 80 Hours	
Vacant Parcel Tax	Proposed a vacant parcel tax for the ballot to promote the use of vacant property	November 2024 Ballot or special election	80 – 160 Hours; plus election costs	
Fractional Ownership Timeshares Ordinance	Establish regulations for fractional ownership timeshares and similar models	Urgency Ordinance / Permanent Ordinance	30 – 40 Hours / 80 – 160 Hours	
Amendment to Inclusionary Housing Ordinance	Evaluate scope/applicability of the ordinance and the amount of in lieu fees for new projects	Amendment to Existing Ordinance	60 – 100 Hours; plus consultant time	
Amendment to Short-Term Rental Ordinance	Establish more stringent penalties for violations and additional changes to improve enforcement	Amendment to Existing Ordinance	20 – 40 Hours	

ATTACHMENT C

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Assembly Bill No. 1482

CHAPTER 597

An act to add and repeal Sections 1946.2, 1947.12, and 1947.13 of the Civil Code, relating to tenancy.

[Approved by Governor October 8, 2019. Filed with Secretary of State October 8, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1482, Chiu. Tenant Protection Act of 2019: tenancy: rent caps.

Existing law specifies that a hiring of residential real property, for a term not specified by the parties, is deemed to be renewed at the end of the term implied by law unless one of the parties gives written notice to the other of that party's intention to terminate. Existing law requires an owner of a residential dwelling to give notice at least 60 days prior to the proposed date of termination, or at least 30 days prior to the proposed date of termination if any tenant or resident has resided in the dwelling for less than one year, as specified. Existing law requires any notice given by an owner to be given in a prescribed manner, to contain certain information, and to be formatted, as specified.

This bill would, with certain exceptions, prohibit an owner, as defined, of residential real property from terminating a tenancy without just cause, as defined, which the bill would require to be stated in the written notice to terminate tenancy when the tenant has continuously and lawfully occupied the residential real property for 12 months, except as provided. The bill would require, for certain just cause terminations that are curable, that the owner give a notice of violation and an opportunity to cure the violation prior to issuing the notice of termination. The bill, if the violation is not cured within the time period set forth in the notice, would authorize a 3-day notice to quit without an opportunity to cure to be served to terminate the tenancy. The bill would require, for no-fault just cause terminations, as specified, that the owner, at the owner's option, either assist certain tenants to relocate, regardless of the tenant's income, by providing a direct payment of one month's rent to the tenant, as specified, or waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due. The bill would require the actual amount of relocation assistance or rent waiver provided to a tenant that fails to vacate after the expiration of the notice to terminate the tenancy to be recoverable as damages in an action to recover possession. The bill would provide that if the owner does not provide relocation assistance, the notice of termination is void. The bill would except certain properties and circumstances from the application of its provisions. The bill would require an owner of residential property to provide prescribed notice to a tenant of the tenant's rights under these

provisions. The bill would not apply to residential real property subject to a local ordinance requiring just cause for termination adopted on or before September 1, 2019, or to residential real property subject to a local ordinance requiring just cause for termination adopted or amended after September 1, 2019, that is more protective than these provisions, as defined. The bill would void any waiver of the rights under these provisions. The bill would repeal these provisions as of January 1, 2030.

Existing law governs the hiring of residential dwelling units and requires a landlord to provide specified notice to tenants prior to an increase in rent. Existing law, the Costa-Hawkins Rental Housing Act, prescribes statewide limits on the application of local rent control with regard to certain properties. That act, among other things, authorizes an owner of residential real property to establish the initial and all subsequent rental rates for a dwelling or unit that meets specified criteria, subject to certain limitations.

This bill would, until January 1, 2030, prohibit an owner of residential real property from, over the course of any 12-month period, increasing the gross rental rate for a dwelling or unit more than 5% plus the percentage change in the cost of living, as defined, or 10%, whichever is lower, of the lowest gross rental rate charged for the immediately preceding 12 months, subject to specified conditions. The bill would prohibit an owner of a unit of residential real property from increasing the gross rental rate for the unit in more than 2 increments over a 12-month period, after the tenant remains in occupancy of the unit over a 12-month period. The bill would exempt certain properties from these provisions. The bill would require the Legislative Analyst's Office to submit a report, on or before January 1, 2030, to the Legislature regarding the effectiveness of these provisions. The bill would provide that these provisions apply to all rent increases occurring on or after March 15, 2019. The bill would provide that in the event that an owner increased the rent by more than the amount specified above between March 15, 2019, and January 1, 2020, the applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase, and the owner shall not be liable to the tenant for any corresponding rent overpayment. The bill would authorize an owner who increased the rent by less than the amount specified above between March 15, 2019, and January 1, 2020, to increase the rent twice within 12 months of March 15, 2019, but not by more than the amount specified above. The bill would void any waiver of the rights under these provisions.

The Planning and Zoning Law requires the owner of an assisted housing development in which there will be an expiration of rental restrictions to, among other things, provide notice of the proposed change to each affected tenant household residing in the assisted housing development subject to specified procedures and requirements, and to also provide specified entities notice and an opportunity to submit an offer to purchase the development prior to the expiration of the rental restrictions.

This bill would authorize an owner of an assisted housing development, who demonstrates, under penalty of perjury, compliance with the provisions described above with regard to the expiration of rental restrictions, to

establish the initial unassisted rental rate for units without regard to the cap on rent increases discussed above, but would require the owner to comply with the above cap on rent increases for subsequent rent increases in the development. The bill would authorize an owner of a deed-restricted affordable housing unit or an affordable housing unit subject to a regulatory restriction contained in an agreement with a government agency limiting rental rates that is not within an assisted housing development to establish the initial rental rate for the unit upon the expiration of the restriction, but would require the owner to comply with the above cap on rent increases for subsequent rent increases for the unit. The bill would repeal these provisions on January 1, 2030. The bill would void any waiver of the rights under these provisions. By requiring an owner of an assisted housing development to demonstrate compliance with specified provisions under penalty of perjury, this bill would expand the existing crime of perjury and thus would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. This act shall be known, and may be cited, as the Tenant Protection Act of 2019.

SEC. 2. Section 1946.2 is added to the Civil Code, to read:

1946.2. (a) Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

(1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.

(2) One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

(b) For purposes of this section, "just cause" includes either of the following:

(1) At-fault just cause, which is any of the following:

(A) Default in the payment of rent.

(B) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

(C) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(D) Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(E) The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.

(F) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.

(G) Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(H) The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of this code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.

(I) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(J) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.

(K) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the Code of Civil Procedure.

(2) No-fault just cause, which includes any of the following:

(A) (i) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

(ii) For leases entered into on or after July 1, 2020, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1).

(B) Withdrawal of the residential real property from the rental market.

(C) (i) The owner complying with any of the following:

(I) An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

(II) An order issued by a government agency or court to vacate the residential real property.

(III) A local ordinance that necessitates vacating the residential real property.

(ii) If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under clause (i), the tenant shall not be entitled to relocation assistance as outlined in paragraph (3) of subdivision (d).

(D) (i) Intent to demolish or to substantially remodel the residential real property.

(ii) For purposes of this subparagraph, "substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

(c) Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

(d) (1) For a tenancy for which just cause is required to terminate the tenancy under subdivision (a), if an owner of residential real property issues a termination notice based on a no-fault just cause described in paragraph (2) of subdivision (b), the owner shall, regardless of the tenant's income, at the owner's option, do one of the following:

(A) Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph (3).

(B) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.

(2) If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant of the tenant's right to relocation assistance or rent waiver pursuant to this section. If the owner elects to waive the rent for the final month of the tenancy as provided in subparagraph (B) of paragraph (1), the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy.

(3) (A) The amount of relocation assistance or rent waiver shall be equal to one month of the tenant's rent that was in effect when the owner issued

the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

(B) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.

(C) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.

(4) An owner's failure to strictly comply with this subdivision shall render the notice of termination void.

(e) This section shall not apply to the following types of residential real properties or residential circumstances:

(1) Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940.

(2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

(3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

(5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.

(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(7) Housing that has been issued a certificate of occupancy within the previous 15 years.

(8) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For any tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b).

(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

(f) An owner of residential real property subject to this section shall provide notice to the tenant as follows:

(1) For any tenancy commenced or renewed on or after July 1, 2020, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

(2) For a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.

(3) The notification or lease provision shall be in no less than 12-point type, and shall include the following:

"California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information."

The provision of the notice shall be subject to Section 1632.

(g) (1) This section does not apply to the following residential real property:

(A) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted on or before September 1, 2019, in which case the local ordinance shall apply.

(B) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted or amended after September 1, 2019, that is more protective than this section, in which case the local ordinance shall apply. For purposes of this subparagraph, an ordinance is "more protective" if it meets all of the following criteria:

(i) The just cause for termination of a residential tenancy under the local ordinance is consistent with this section.

(ii) The ordinance further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, or provides additional tenant protections that are not prohibited by any other provision of law.

(iii) The local government has made a binding finding within their local ordinance that the ordinance is more protective than the provisions of this section.

(2) A residential real property shall not be subject to both a local ordinance requiring just cause for termination of a residential tenancy and this section.

(3) A local ordinance adopted after September 1, 2019, that is less protective than this section shall not be enforced unless this section is repealed.

(h) Any waiver of the rights under this section shall be void as contrary to public policy.

(i) For the purposes of this section, the following definitions shall apply:

(1) "Owner" and "residential real property" have the same meaning as those terms are defined in Section 1954.51.

(2) "Tenancy" means the lawful occupation of residential real property and includes a lease or sublease.

(j) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 3. Section 1947.12 is added to the Civil Code, to read:

1947.12. (a) (1) Subject to subdivision (b), an owner of residential real property shall not, over the course of any 12-month period, increase the gross rental rate for a dwelling or a unit more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest gross rental rate charged for that dwelling or unit at any time during the 12 months prior to the effective date of the increase. In determining the lowest gross rental amount pursuant to this section, any rent discounts, incentives, concessions, or credits offered by the owner of such unit of residential real property and accepted by the tenant shall be excluded. The gross per-month rental rate and any owner-offered discounts, incentives, concessions, or credits shall be separately listed and identified in the lease or rental agreement or any amendments to an existing lease or rental agreement.

(2) If the same tenant remains in occupancy of a unit of residential real property over any 12-month period, the gross rental rate for the unit of residential real property shall not be increased in more than two increments over that 12-month period, subject to the other restrictions of this subdivision governing gross rental rate increase.

(b) For a new tenancy in which no tenant from the prior tenancy remains in lawful possession of the residential real property, the owner may establish the initial rental rate not subject to subdivision (a). Subdivision (a) is only applicable to subsequent increases after that initial rental rate has been established.

(c) A tenant of residential real property subject to this section shall not enter into a sublease that results in a total rent for the premises that exceeds the allowable rental rate authorized by subdivision (a). Nothing in this subdivision authorizes a tenant to sublet or assign the tenant's interest where otherwise prohibited.

(d) This section shall not apply to the following residential real properties:

(1) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

(2) Dormitories constructed and maintained in connection with any higher education institution within the state for use and occupancy by students in attendance at the institution.

(3) Housing subject to rent or price control through a public entity's valid exercise of its police power consistent with Chapter 2.7 (commencing with Section 1954.50) that restricts annual increases in the rental rate to an amount less than that provided in subdivision (a).

(4) Housing that has been issued a certificate of occupancy within the previous 15 years.

(5) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential real property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections

1947.12 (c)(5) and 1946.2 (e)(7) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For a tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b) of Section 1946.2.

(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(e) An owner shall provide notice of any increase in the rental rate, pursuant to subdivision (a), to each tenant in accordance with Section 827.

(f) (1) On or before January 1, 2030, the Legislative Analyst's Office shall report to the Legislature regarding the effectiveness of this section and Section 1947.13. The report shall include, but not be limited to, the impact of the rental rate cap pursuant to subdivision (a) on the housing market within the state.

(2) The report required by paragraph (1) shall be submitted in compliance with Section 9795 of the Government Code.

(g) For the purposes of this section, the following definitions shall apply:

(1) "Owner" and "residential real property" shall have the same meaning as those terms are defined in Section 1954.51.

(2) "Percentage change in the cost of living" means the percentage change from April 1 of the prior year to April 1 of the current year in the regional Consumer Price Index for the region where the residential real property is located, as published by the United States Bureau of Labor Statistics. If a regional index is not available, the California Consumer Price Index for All Urban Consumers for all items, as determined by the Department of Industrial Relations, shall apply.

(3) "Tenancy" means the lawful occupation of residential real property and includes a lease or sublease.

(h) (1) This section shall apply to all rent increases subject to subdivision (a) occurring on or after March 15, 2019. This section shall become operative January 1, 2020.

(2) In the event that an owner has increased the rent by more than the amount permissible under subdivision (a) between March 15, 2019, and January 1, 2020, both of the following shall apply:

(A) The applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase under subdivision (a).

(B) An owner shall not be liable to the tenant for any corresponding rent overpayment.

(3) An owner of residential real property subject to subdivision (a) who increased the rental rate on that residential real property on or after March 15, 2019, but prior to January 1, 2020, by an amount less than the rental rate increase permitted by subdivision (a) shall be allowed to increase the rental rate twice, as provided in paragraph (2) of subdivision (a), within 12 months of March 15, 2019, but in no event shall that rental rate increase exceed the maximum rental rate increase permitted by subdivision (a).

(i) Any waiver of the rights under this section shall be void as contrary to public policy.

(j) This section shall remain in effect until January 1, 2030, and as of that date is repealed.

(k) (1) The Legislature finds and declares that the unique circumstances of the current housing crisis require a statewide response to address rent gouging by establishing statewide limitations on gross rental rate increases.

(2) It is the intent of the Legislature that this section should apply only for the limited time needed to address the current statewide housing crisis, as described in paragraph (1). This section is not intended to expand or limit the authority of local governments to establish local policies regulating rents consistent with Chapter 2.7 (commencing with Section 1954.50), nor is it a statement regarding the appropriate, allowable rental rate increase when a local government adopts a policy regulating rent that is otherwise consistent with Chapter 2.7 (commencing with Section 1954.50).

(3) Nothing in this section authorizes a local government to establish limitations on any rental rate increases not otherwise permissible under Chapter 2.7 (commencing with Section 1954.50), or affects the existing authority of a local government to adopt or maintain rent controls or price controls consistent with that chapter.

SEC. 4. Section 1947.13 is added to the Civil Code, to read:

1947.13. (a) Notwithstanding Section 1947.12, upon the expiration of rental restrictions, the following shall apply:

(1) The owner of an assisted housing development who demonstrates, under penalty of perjury, compliance with all applicable provisions of Sections 65863.10, 65863.11, and 65863.13 of the Government Code and any other applicable law or regulation intended to promote the preservation of assisted housing, may establish the initial unassisted rental rate for units in the applicable housing development. Any subsequent rent increase in the development shall be subject to Section 1947.12.

(2) The owner of a deed-restricted affordable housing unit or an affordable housing unit subject to a regulatory restriction contained in an agreement with a government agency limiting rental rates that is not within an assisted housing development may establish the initial rental rate for the unit upon the expiration of the restriction. Any subsequent rent increase for the unit shall be subject to Section 1947.12.

(b) For purposes of this section:

(1) "Assisted housing development" has the same meaning as defined in paragraph (3) of subdivision (a) of Section 65863.10 of the Government Code.

(2) "Expiration of rental restrictions" has the same meaning as defined in paragraph (5) of subdivision (a) of Section 65863.10 of the Government Code.

(c) This section shall remain in effect until January 1, 2030, and as of that date is repealed.

(d) Any waiver of the rights under this section shall be void as contrary to public policy.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

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City of Carpinteria

COUNCIL AGENDA STAFF REPORT
May 8, 2023

ITEM FOR COUNCIL CONSIDERATION

Initiation of an amended lease between the City of Carpinteria and Friends of the Carpinteria Community Library for its use and occupancy of the Seaside Building, 5103 Carpinteria Avenue.

STAFF RECOMMENDATION

Direct Staff to open lease negotiations in response to the request received from the Friends of the Carpinteria Community Library.

Sample Motion: I move to direct staff to open lease negotiations in response to the request received from the Friends of the Carpinteria Community Library.

BACKGROUND

The City acquired and refurbished the Seaside building in 2009. The Building is named after the Seaside Oil Company that used it as an administrative office in 1930's. The Seaside Oil Company logo can still be seen in the gable end of the building today.

After the Building renovation was completed, the City considered various occupants for the building. After City Council review and approval, the City leased the building to the Friends of the Carpinteria Community Library (Friends). Attachment A to this Report is the current lease.

The Friends is a non-profit organization that has a sole purpose dedicated to the direct support of library operations serving Carpinteria. The organization operates a used book store to generate revenue to support library services. The used book store has proven to be a reliable revenue generator as the Friends contributions to Carpinteria Library operations has been significant.

The City leased the Building with terms that included the City providing all building utilities and services including janitorial, maintenance and landscaping. The initial monthly rent was calculated to cover only the City's direct expenses for the Building.

Currently, the monthly rental is $1,321.37. The lease amount did not include costs for non-routine maintenance for the Building.

In July of 2023, the City assumed responsibility for the operation of the Carpinteria library, including staffing and all other expenses.

On February 14, 2023, the Friends sent a letter to the Carpinteria City Council requesting that the lease for the Building be renegotiated. The basis for the request is a part of the letter included herein as Attachment B, and includes that the monthly rental be reduced to $1 per year as well as a commitment to a minimum annual contribution of $50,000 to the Carpinteria Library.

The proposal was considered by the City Council Public Facility Site Acquisition / Development Committee at its meeting of March 23, 2023. The Committee recommended that the matter be forwarded to the City Council to consider initiation of the amendment as requested.

The purpose of this agenda matter is to afford the Council an opportunity to respond to the Friends' request, including the possibility of initiating the process to establish an amended lease.

DISCUSSION

Should the Council elect to initiate the process to establish an amended lease between the City and Friends for its operation of a used bookstore at the Seaside Building, staff, including support from the City Attorney's Office, would conduct negotiations with representative(s) of the Friends to develop the amended lease document.

There are three key amendments requested by Friends: a five year term, a $1/year lease rate, and a funding commitment to the Library. Council should provide staff with any specific direction concerning desired lease terms. Once negotiations are concluded, and if successful, the draft lease would be brought to the Council for its consideration.

POLICY CONSISTENCY

The City and Friends have successfully partnered to support the operation of the Carpinteria Community Library. Initiating a process in response to the Friends request, can be found to be consistent with the City's interest in maintaining this successful partnership.

FINANCIAL CONSIDERATIONS

The City collects an annual rent of almost $16,000 from the tenant of the Seaside Building and uses that money to fund the cost of utilities and maintain the property. While the City has not conduced an appraisal, staff is confident this is well below market

rental rates for similar buildings. Funds generated by the lease are only used to operate the building.

The proposal from the Friends to effectively pay no rent would eliminate revenue to the City to maintain the building. If made part of an amended lease, the City would need to provide additional discretionary revenue to operate the Seaside Building. The proposal from the Friends to commit to $50,000 in annual funding for the Library would help to ensure funding adequate to maintain and operated the Library to meet the needs and desires of the community.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Should the Council initiate the lease negotiation process, City Attorney's Office would assist with the form of the lease.

OPTIONS

1. Direct staff to negotiate new terms for the Seaside Building Lease with the Friends.

2. Decline to initiate the amended lease process.

3. Provide other direction to Staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

Members of the Friends of the Carpinteria Community Library

ATTACHMENTS

A Current Lease
B. Letter from the Friends, February 14, 2023

Staff contact: Matt Roberts, Parks & Recreation Director
(805) 755-4449 Mattr@carpinteriaCA.gov

Matthew Roberts
Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@carpinteriaca.gov

MR for D. Durflinger
Signature

Attachment A

BUILDING LEASE BY AND BETWEEN
THE CITY OF CARPINTERIA
AND
FRIENDS OF THE CARPINTERIA PUBLIC LIBRARY

This BUILDING LEASE ("**Lease**") is made and entered into as of this 7 day of June, 2016, by and between the City of Carpinteria, a municipal corporation located in the County of Santa Barbara, State of California ("**Landlord**" and sometimes "**City**"), and Friends of the Carpinteria Public Library, a non-profit California corporation ("**Tenant**") with reference to the following facts and intentions:

RECITALS:

A. **WHEREAS**, Landlord is the owner of record of the real property and improvements located at 5103 Carpinteria Avenue, Carpinteria California 93013 and identified as APN # 004-047-001 ("**the Property**"); and

B. **WHEREAS**, Tenant is in need of a place to conduct its business operations within the City of Carpinteria; and

C. **WHEREAS**, on an interim basis Landlord desires to lease to Tenant and Tenant desires to lease from the Landlord a portion of the Property ("**the Premises**"), as hereinafter more fully described, on the terms and conditions in this Lease; and

D. **WHEREAS**, Landlord and Tenant have entered into previous leases of the Premises and now desire to enter into a new lease agreement and further intend that this Lease shall supersede and replace all prior lease agreements.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, COVENANTS AND CONDITIONS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, LANDLORD AND TENANT HEREBY AGREE AS FOLLOWS:

1. **SUBJECT OF LEASE**

1.1 **The Premises.** Landlord hereby leases, transfers and demises to Tenant and Tenant hereby leases and takes from Landlord the Premises, which constitute approximately one thousand eighty seven (1,087) square feet of inside rentable space, or approximately ninety-four (94%) of the total square footage of inside rentable space in the Property, as shown on the floor plan of the Property attached as Exhibit "A", on the terms and upon the agreements, covenants and conditions set forth in this Lease.

1.2 **Common Areas**. In addition to Tenant's rights to use and occupy the Premises as specified herein, Tenant shall have non-exclusive rights to occupy Common Areas (as hereinafter defined), but shall not have any rights to the roof or exterior walls of the building(s) on the Property, subject to the terms and upon the agreements, covenants and conditions set forth in this Lease.

1.2.1 **Common Areas – Definition**. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Property that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Property and their respective

employees, suppliers, shippers, customers, contractors and invitees, including restroom facilities, parking areas, loading and unloading areas, trash areas, walkways, driveways and landscaped areas. The Common Areas include, but are not limited to, the interior restroom of approximately seventy-two (72) square feet and storage space in the Janitor's Closet within the Premises.

1.2.2 **Common Areas – Tenant's Rights.** Landlord grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Tenant shall obtain prior written consent from Landlord to store any property, temporarily or permanently, in the Common Areas. In the event that any unauthorized storage shall occur then Landlord shall have the right, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Tenant, which cost shall be payable upon demand by Landlord.

1.2.3 **Rules and Regulations.** Landlord shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations (**"Rules and Regulations"**) for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Premises and the Property and their invitees. Tenant agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Landlord shall not be responsible to Tenant for the non-compliance with said Rules and Regulations by other tenants of the Property.

1.2.4 **Common Areas – Changes.** Landlord shall have the right, in Landlord's sole discretion, from time to time: (a) to make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways; (b) to close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available; (c) to add additional buildings and improvements to the Common Areas; (d) to use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and (f) to do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

1.3 **Parties to the Lease.**

1.3.1 **Landlord.** Landlord is the City of Carpinteria, a municipal corporation located in the County of Santa Barbara, California.

1.3.2 **Tenant.** Tenant is Friends of the Carpinteria Public Library, a non-profit California corporation located in the County of Santa Barbara, California.

2. POSSESSION OF THE PREMISES

2.1 **As-Is Condition.** The Premises will be delivered to Tenant in its "as is" condition on the date of Tenant's Acceptance as defined in paragraph 2.2 below.

2.2 **Acceptance of the Premises.** Except as may be otherwise provided herein, Tenant shall, by entering into and occupying the Premises or using any portion of the Premises, be deemed to have accepted the Premises and to have acknowledged that the same is then in the condition called for by this Lease.

2.3 **Quiet Enjoyment.** Except as expressly provided under this Lease, Tenant, upon performing and complying with all covenants, agreements, warranties, terms and conditions of this Lease to be performed, or complied with by Tenant, shall lawfully and quietly hold, occupy and enjoy the exclusive use of the Premises during the Term (as defined in Article 3) of this Lease.

2.4 **Surrender of the Premises.** Upon the expiration or termination of the Term of this Lease, Tenant shall peaceably and quietly leave and surrender the Premises to Landlord, broom clean and in good order, condition and repair, reasonable wear and tear excepted.

3. TERM

3.1 **Duration and Commencement.** The initial term (**"Initial Term"**) of this Lease shall commence on July 1, 2016 and continue through June 30, 2021.

3.2 **Request for Extension.**

3.2.1 Landlord and Tenant agree that Tenant may request an extension of the Initial Term of this Lease subject to all the provisions herein contained for consecutive one (1) year periods (the "**Extended Term**") following the expiration of the Initial Term, provided Tenant shall give written notice of said request to Landlord not less than three (3) months prior to the expiration of the Term, and provided further that Landlord may agree to such Extended Term in its sole discretion.

3.2.2 Tenant expressly acknowledges and agrees that Landlord is renting the Premises to Tenant on an interim basis while Landlord determines a long term use for the Property and that Landlord may deny a request for extension under this Section 3.2 if, among other reasons, Landlord elects to use the Premises and/or the Property for itself or any of the public bodies and agencies related to the City. Tenant further agrees to cooperate with Landlord to the fullest extent possible, in Landlord's efforts to secure a long term use for the Property.

3.2.3 Tenant's right to request an extension is subject to the following conditions precedent:

(i) The Lease shall be in effect at the time notice of exercise is given and on the last day of the Term; and

(ii) Tenant shall not be in default of any of the terms, conditions, covenants, warranties, agreements or restrictions provided under this Lease or any other discretionary Landlord approvals at the time notice of exercise is given or on the last day of the Term; and

(iii) The Premises shall be in good operating condition with no material deferred internal or external maintenance other than normal wear and tear and subject to normal and customary replacements and repairs; and

(iv) Tenant shall not be in violation of any ordinance or regulation of the City at time the notice of exercise is given or on the last day of the Term.

4. RENT

Tenant shall pay, without demand or delay, abatement, deduction, or offset, the Rent in such amounts as provided herein.

4.1 **Security Deposit.** Concurrently with the execution of this Lease, Tenant shall deposit with Landlord a Security Deposit in the amount of one thousand four hundred dollars ($1,400.00), and thereafter, during the continuance of this Lease, shall maintain the Security Deposit with Landlord. The Security Deposit shall be security for the full, prompt and faithful performance by Tenant of all of its obligations hereunder. Landlord shall have the right, but not the obligation, to apply the Security Deposit or any part thereof toward the cost and expense (including Landlord's attorneys' and other professional fees, if any) of curing any default on the part of Tenant; in which event, Tenant shall restore the Security Deposit to its original amount within thirty (30) days after receipt of Landlord's written request to do so. A failure to restore the Security Deposit shall be a material breach of this Lease. Upon expiration or termination of this Lease and vacation of the Premises in the manner required by this Lease, the Security Deposit, or portion thereof remaining unapplied after the curing of every default by Tenant shall be returned to Tenant. No interest shall be payable to Tenant on account of the Security Deposit.

4.2 **Monthly Rent.** Tenant shall pay to Landlord as rental for the use and occupancy of the Premises, one thousand sixty eight dollars ($1,068.00) per month during the Initial Term, in lawful money of the United States ("**Monthly Rent**"). The rent shall be due on the first day of each calendar month.

If Landlord agrees to any one year Extended Terms, then upon the expiration of the Initial Term and upon expiration of each Extended Term, the rental rate of one thousand sixty eight dollars ($1,068.00) per month shall be adjusted according to any increase in the Consumer Price Index of the United States Department of Labor, Bureau of Labor Statistics for All Urban Consumers, All Items ("**CPI**") for LA-Riverside-Orange County, California Series Id: CUURA421SA0 (not seasonally adjusted).

The Beginning Index for computing the adjustment for the Extended Term is the March 2016 CPI – 247.873. For any agreed to extension, the monthly rent for the following year until the next rent adjustment will be set by multiplying $1,068.00 by a fraction, the numerator of which is the most recently published March Index and the denominator of which is the Beginning Index (247.873). Provided, however, that in no event shall any adjusted rent be less than the rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.

4.3 **Payment.** All payments required to be made by Tenant under this Lease shall be made without any setoff, deduction or counterclaim whatsoever and shall be made by check, payable to the "City of Carpinteria" and delivered to the City at 5775 Carpinteria Ave., Carpinteria, California 93013 Attn: City Manager or any other location as the City may designate.

4.4 **Late Charges; Lease Termination.** Any Rent not paid to Landlord within ten (10) days of the due date under this Lease shall be subject to a late fee of ten percent (10%) of the amount then owing. The parties understand and agree that the late fee is a fair and reasonable estimate of the cost of the late payment to Landlord.

Notwithstanding the above, the parties also understand and agree that persistent and chronic late payments are disruptive and costly to Landlord, requiring Landlord to devote additional time, money, resources and energy to the administration of this Lease, all of which can not be sufficiently reimbursed to Landlord by way of Tenant's payment of the late fee. Therefore, Tenant's failure to pay any Rent for three (3) consecutive periods, or four (4) periods during any twelve (12) month period, shall be deemed a material and incurable default under this Lease, giving rise to Landlord's right, in its sole discretion, to terminate this Lease upon thirty (30) days notice. Landlord's decision not to exercise this remedy at any time during the Term of this Lease shall not act to waive Landlord's right to exercise such remedy at a future date during the Term.

4.5 **Utility and Services.** Tenant shall contract and pay for all telephone and cable services to the Premises which shall all be billed directly to Tenant. Landlord shall contract and pay for electric, water, sanitary, trash, janitorial and gas services to the Premises which shall all be directly billed to and paid by Landlord.

4.6 **Taxes, Assessments and Charges.** Tenant covenants to pay when due, its pro rata share of all applicable taxes, assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the term hereof), rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every type of character (including all interest and penalties thereon), which at any time during or in respect of the term hereof may be assessed, levied, confirmed or imposed on, or in respect of, or be measured by, or become a lien upon Landlord, the Property, this Lease or any part thereof, or any estate, or right or interest therein.

4.7 **Notice of Possessory Interest; Payment of.** In accordance with California Revenue and Taxation Code Section 107.6(a) this Lease may create a possessory interest that is subject to taxation. If such interest is created, Tenant may be subject to the payment of property taxes levied on said possessory interest. Tenant agrees to pay these amounts as Additional Rent in the same manner and on the same schedule as the Monthly Rent.

5. USE OF THE PREMISES

5.1 **Permitted Use.** The Premises shall be used only for the purpose of conducting Tenant's business of selling used and new books and the operation of Tenant's related business and nonprofit activities. Tenant shall operate the business and conduct activities therein in a prudent and businesslike manner and in full compliance with all terms and conditions of this Lease.

5.2 **Prohibited Uses.** Tenant shall not use, or allow use of, the Premises for any activity other than as set forth in paragraph 5.1 without the prior written consent of Landlord. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

5.3 **Compliance with Rules and Regulations.** Tenant agrees to comply with all rules and regulations of City that are at any time posted on the Premises or delivered to Tenant.

5.4 **Compliance with Laws.** Tenant shall not occupy or use the Premises, or permit the Premises to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, for other than legal purposes, or for a purpose or in a manner liable to create a public or private nuisance or to cause structural injury to the Premises or any part thereof, or which may make it difficult, impossible or cost prohibitive to obtain fire or other insurance thereon required to be furnished by Tenant hereunder, or in violation of any certificate of occupancy or evidence of compliance issued by any governmental agency covering or affecting the use of the Property, or in violation of any ordinance or regulation of the City. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

5.5 **Alterations; Improvements.** Tenant shall not, without the Landlord's prior written consent, make any alterations, improvements or additions in or about the Premises. As a condition to giving any such consent, the Landlord may require the Tenant to remove any such alterations, improvements, or additions at the expiration of the term and to restore the premises to their prior condition by giving Tenant forty-five (45) days written notice prior to the expiration of the term. Unless the Landlord requires their removal as set forth above, all alterations, improvements or additions which are made on the Premises by the Tenant shall become the property of the Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Any damage to the Premises caused by said removal shall be repaired at Tenant's sole cost.

6. LIENS

6.1 **Lien Indemnification.** Tenant shall at all times indemnify, save and hold Landlord, the Premises and the Property, free, clear and harmless from any claims, liens, demands, charges, encumbrances or litigation arising directly or indirectly out of any use, occupancy or activity of Tenant, or out of any work performed, material furnished, or obligations incurred by Tenant, in, upon, about or otherwise in connection with the Premises and shall pay or cause to be paid for all work performed and material furnished to the Premises which will or may result in a lien on the Property, and will keep the Property free and clear of all mechanic's liens and materialmen's liens (including the posting of an appropriate bond which shall release the lien).

7. INDEMNIFICATION, BUSINESS INTERRUPTION AND INSURANCE

7.1 **General Indemnification.** Tenant hereby indemnifies, holds harmless and agrees to defend Landlord from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Premises and Property and caused by the alleged active or passive negligence or willful misconduct of Tenant, its agents, servants or employees. Tenant's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this Lease, as to claims arising or accruing prior to the expiration or termination of this Lease.

7.2 **Business Interruption.** Tenant agrees that no claims for damages, loss of business, or loss of income either direct or indirect shall be made against Landlord as a result of improvements to the Premises or Common Areas.

7.3 **Liability Insurance Coverage and Limits.** Throughout the Term of this Lease, and the Extended Term, if applicable, Tenant agrees to maintain, and/or cause to be maintained, at no cost to Landlord, liability insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Premises and the ways immediately adjoining the Premises, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than One Million Dollars ($1,000,000.00). Landlord and its officials, employees and agents shall be covered and named as additional insureds with respect to liability arising from activities performed by or on behalf of Tenant. The insurance limits in this section shall be subject to increase from time to time by such amounts as Landlord and Tenant may reasonably agree is necessary or desirable, as may be evidenced by the practice of similarly situated properties. Tenant shall provide Landlord with written evidence that such insurance is in force prior to the commencement date of this lease.

7.4 **Property Casualty Insurance.** Throughout the Term of the Lease, and the Extended Term, if applicable, Landlord shall cause the Premises to be insured against loss or damage by fire and the perils commonly covered under the standard extended coverage endorsement.

7.5 **Personal Property Insurance.** Tenant shall obtain and maintain insurance coverage on all of Tenant's personal property, along with any trade fixtures, and Tenant-owned alterations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Tenant for the replacement of personal property, trade fixtures, and Tenant-owned alterations. Landlord shall be named as an additional insured. Tenant shall provide Landlord with written evidence that such insurance is in force prior to the commencement date of this lease.

7.6 **Damages for Failure to Provide Insurance.** This Section is applicable only in the event that Tenant is not in compliance with the requirements to maintain insurance as set forth in this Article 7. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach the uninsured amount of any loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, suffered or incurred by reason of damage to, or destruction of, the Premises or Property, occurring during any period in which Tenant shall have failed or neglected to provide insurance as aforesaid. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

7.7 **Landlord Discretion to Insure.** Landlord, in its sole discretion, throughout the Term of this Lease, shall have the right to obtain a commercial comprehensive general liability insurance policy on the Property or alternatively, may self-insure the Property.

8. DAMAGE OR DESTRUCTION

8.1 **Reconstruction and/or Removal.** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within ninety (90) days from the date of damage, subject to the

terms of this paragraph, this Lease shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this Lease by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current Rent prorated on a thirty (30) day basis. If this Lease is not terminated, and the damage is not repaired, the Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guest, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

9. ASSIGNMENT AND SUBLETTING

9.1 **Prior Written Consent.** Tenant may not assign or sublet all or any portion of its interest in this Lease without Landlord's prior written consent, which may not be unreasonably withheld by Landlord.

9.2 **Assignment of Landlord's Interest in Lease or the Leased Premises.** Landlord may convey, transfer, sell, assign or otherwise transfer the Property, this Lease, all or a portion of its interest thereunder, and/or all or a portion of the payments that are payable to it by Tenant pursuant to this Lease. Tenant hereby consents and agrees to any such transfer which Landlord considers necessary or proper, regardless of the reason or reasons for which Landlord makes such transfer and regardless of the entity that is the Transferee thereunder.

10. PERFORMANCE OF TENANT'S COVENANTS

10.1 **Right of Performance.** If Tenant shall at any time fail to pay any tax, assessment, fee or other charge in accordance with this Lease, within the time period therein permitted or shall fail to pay for or maintain any of the insurance policies provided for in this Lease, within the time therein permitted, or fail to make any other payment or perform any other act on its part to be made or performed hereunder, within the time permitted by this Lease, then Landlord, after ten (10) days' written notice as to payments of Rent with other charges and thirty (30) days' written notice as to other breaches, given to Tenant (or, in case of an emergency, on such notice, or without notice, as may be reasonable under the circumstances) and without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to):

10.1.1 Pay such tax, assessment, fee or other charge payable by Tenant, or

10.1.2 Pay for and maintain such insurance policies provided for, or

10.1.3 Make such other payment or perform such other act on Tenant's part to be made or performed as in this Lease provided.

10.2 **Reimbursement and Damages.** All sums so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act, together with interest thereon, shall constitute an obligation payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand. A failure by Tenant to make such a payment shall be a material breach of this Lease. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach, the uninsured amount of any loss (to the

extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, suffered or incurred by reason of damage to, or destruction of, the Premises, occurring during any period in which Tenant shall have failed or neglected to provide insurance as aforesaid.

11. HAZARDOUS MATERIALS

11.1 **Landlord's Representations and Warranties.** Except as identified by Landlord in writing to Tenant as known environmental conditions prior to the execution of this Lease, Landlord makes no representation or warranty regarding the condition of the Premises or Property.

11.2 **No Use of Hazardous Materials on the Premises.** Tenant covenants and agrees that it shall not, and that it shall not permit any licensee to, treat, use, store, dispose, release, handle or otherwise manage Hazardous Materials on the Premises except in connection with any construction, operation, maintenance or repair of the Premises or in the ordinary course of its business, and that such conduct shall be done in compliance with all applicable federal, state and local laws. Tenant's violation of the foregoing prohibition shall constitute a material breach hereunder and Tenant shall indemnify, hold harmless and defend the Landlord for such violation as provided below.

11.3 **Notice and Remediation by Tenant.** Tenant shall, within five (5) days of such occurrence or immediately in cases of imminent threat of injury to life or property, notify Landlord of any significant release of any Hazardous Materials, and/or any notices, demands, claims or orders received by Tenant from any governmental agency pertaining to Hazardous Materials which may affect the Property. Tenant's breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

11.4 **Environmental Indemnity by Tenant.** Tenant hereby agrees to hold harmless, defend and indemnify Landlord and its employees, members and officials from and against all liability, loss, damage, costs, penalties, fines and/or expenses (including attorney's fees and court costs) arising out of or in any way connected with (a) Tenant's breach or violation of any covenant, prohibition or warranty in this Lease concerning Hazardous Materials, or (b) the activities, acts or omissions of Tenant, its employees, contractors or agents on or affecting the Premises from and after the Possession Date, including but not limited to the release of any Hazardous Materials or other kinds of contamination or pollutants of any kind into the air, soil, groundwater or surface water on, in, under or from the Premises whether such condition, liability, loss, damage, cost, penalty, fine and/or expense shall accrue or be discovered before or after the termination of this Lease. This indemnification supplements and in no way limits the scope of the indemnification set forth in Article 7.

11.5 **Release by Tenant.** Tenant waives, releases, acquits and forever discharges Landlord and its employees, members and officials or any other person acting on behalf of Landlord, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation (collectively "Claims") whatsoever including, but not limited to, all Claims at common law, whether direct or indirect, known or unknown, foreseen or unforeseen, which Tenant has as of the Possession Date on account of or in any way growing out of or in connection with any Hazardous Materials or other conditions on, in, under, from, or affecting the Premises, or any law or regulation applicable thereto. Tenant is hereby subrogated to any and all rights possessed by Landlord against third parties with respect to said Claims.

11.6 **Environmental Indemnity by Landlord.** Landlord hereby agrees to hold harmless, defend and indemnify Tenant and its employees, members, officers, directors, and agents from and against all liability, loss, damage, costs, penalties, fines and/or expenses (including attorney's fees and court costs) arising out of or in any way connected with the activities, acts or omissions of persons or entities other than Tenant, its employees, contractors or agents on or affecting the Premises, including but not limited to the release of any Hazardous Materials or other kinds of contamination or pollutants of any kind into the air, soil, groundwater or surface water on, in, under or from the Premises whether such condition, liability, loss, damage, cost, penalty, fine and/or expense shall accrue or be discovered before or after the termination of this Lease.

11.7 **Release by Landlord.** Landlord waives, releases, acquits and forever discharges Tenant and its employees, members, officers, directors, agents, or any other person acting on behalf of Tenant, of and from any and all Claims whatsoever including, but not limited to, all Claims at common law, whether direct or indirect, known or unknown, foreseen or unforeseen, which Landlord has as of the Possession Date on account of or in any way growing out of or in connection with any Hazardous Materials or other conditions on, in, under, from, or affecting the Premises, or any law or regulation applicable thereto.

11.8 **Termination.** The agreements and obligations of the Parties under this Article 11 with regard to indemnification of Landlord or Tenant shall survive the scheduled termination or sooner expiration of the Term for any reason, for five (5) years and all claims relating thereto must be delivered in writing to Landlord or Tenant, as the case may be, within such period.

12. REPRESENTATIONS AND WARRANTIES

12.1 **Landlord's Representations and Warranties.** Landlord represents and warrants to Tenant that:

12.1.1 Landlord has full right and authority to grant the estate and the other rights demised herein and to execute and perform all of the terms and conditions of this Lease.

12.1.2 Tenant, upon performing and complying with all covenants, agreements, terms and conditions of this Lease to be performed or complied with by it, shall peaceably and quietly have, hold and enjoy the full possession and use of the Premises and the easements, rights-of-way, rights, privileges, benefits and appurtenances belonging thereto throughout the Term.

12.1.3 Landlord has the power and authority to enter into this Lease and perform all the obligations of Landlord hereunder.

12.2 **Tenant's Representations and Warranties.** Tenant represents and warrants to Landlord that:

12.2.1 Tenant has examined the Premises and accepts the Premises in its "as is" condition.

12.2.2 Tenant acknowledges that Landlord has not made any representations or warranties regarding the condition of the Premises, or its suitability for the use of the Premises contemplated by this Lease.

12.2.3 Tenant has the right, power and authority to enter into this Lease and to perform all the obligations of Tenant hereunder.

13. EVENTS OF DEFAULT; REMEDIES

13.1 **Events of Default.** Any one or all of the following events after thirty (30) days written notice to Tenant, unless a shorter period is specified, shall constitute an Event of Default hereunder:

13.1.1 The default in the payment of any Monthly Rent or Additional Rent or other charges by Tenant when and as the same becomes due and payable and such default continues for more than ten (10) days after Landlord gives written notice thereof to Tenant; or

13.1.2 The abandonment or vacation of the Premises by Tenant; or

13.1.3 The entry of any decree or order for relief by any court with respect to Tenant, or any assignee or transferee of Tenant (hereinafter "**Assignee**"), in any involuntary case under the Federal Bankruptcy Code or any other applicable federal or state law; or the appointment of or taking possession by any receiver, liquidator, assignee, trustee, sequestrator or other similar official of Tenant or any Assignee, or of any substantial part of the Premises of Tenant or such Assignee, or the ordering or winding up or liquidating of the affairs of Tenant or any Assignee and the continuance of such decree or order unstayed and in effect for a period of sixty (60) days or more (whether or not consecutive); or the commencement by Tenant of any such Assignee of a voluntary proceeding under the Federal Bankruptcy Code or any other applicable state or federal law or consent by Tenant or any such Assignee to the entry of any order for relief in an involuntary case under any such law, or consent by Tenant or any such Assignee to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, sequestrator or other similar official of Tenant or any such Assignee, or of any substantial property of any of the foregoing, or the making by Tenant or any such Assignee of any general assignment for the benefit of creditors; or Tenant or any such Assignee takes any other voluntary action related to the business of Tenant or any such Assignee or the winding up of the affairs of any of the foregoing; or

13.1.4 The default in Tenant's performance of or compliance with any other material term, covenant or condition of this Lease where Tenant fails to cure such default within thirty (30) days or Tenant fails to use reasonable diligence in curing a default where it is of such character as to require more than thirty (30) days to cure.

13.2 **Remedies.**

13.2.1 If an Event of Default shall occur and continue as aforesaid, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and bring suit against Tenant and recover as an award in such suit the following:

(i) the worth at the time of award of the unpaid Rent and all other sums due hereunder which had been earned at the time of termination;

(ii) the worth at the time of award of the amount by which the unpaid Rent and all other sums due hereunder which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

(iii) the worth at the time of award of the amount by which the unpaid Rent and all other sums due hereunder for the balance of the Term after termination exceeds the amount of such rental loss that Tenant proves could be reasonably avoided;

(iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things could be likely to result therefrom; and

(v) such amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

13.2.2 If an Event of Default occurs, Landlord shall also have the right, with or without terminating this Lease, to reenter the Premises and remove all persons and property from the Premises; property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

13.2.3 If an Event of Default occurs, Landlord shall also have the right, with or without terminating this Lease, to relet the Premises. If Landlord so elects to exercise its right to relet the Premises without terminating this Lease, then rentals received by Landlord from such reletting shall be applied: First, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; Second, to the payment of any cost of such reletting; Third, to the payment of the cost of any alterations and repairs to the Premises; Fourth, to the payment of Rent due and unpaid hereunder; and Fifth, the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. Should the amount of rental received from such reletting during any month which is applied to the payment of Rent hereunder be less than that agreed to be paid during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord immediately upon demand therefor by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in making alterations and repairs not covered by the rentals received from such reletting.

13.2.4 No reentry or taking possession of the Premises by Landlord pursuant to this Lease shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Tenant because of any default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such default.

13.3 **Receipt of Rent, No Waiver of Default.** The receipt by Landlord of the Rents or any other charges due to Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provisions of this Lease. No acceptance by Landlord of a lesser sum than the Rents or any other charges then due shall be deemed to be other than on account of the earliest installment of the Rents or other charges due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent or charges due be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease. The receipt by Landlord of any Rent or any other sum of money or any other consideration paid by Tenant after the termination of this Lease, or after giving by Landlord of any notice hereunder to effect such termination, shall not,

except as otherwise expressly set forth in this Lease, reinstate, continue, or extend the Term of this Lease, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by Landlord to Tenant prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by Landlord. Neither acceptance of the keys nor any other act or thing done by Landlord or by its agents or employees during the Term shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing signed by Landlord accepting or agreeing to accept such a surrender.

13.4 **Effect on Indemnification.** Notwithstanding the foregoing, nothing contained in this Article shall be construed to limit Landlord's right to indemnification as otherwise provided in this Lease.

13.5 **Notice of Landlord's Default; Tenant's Waiver.** Landlord shall not be considered to be in default under this Lease unless (a) Tenant has given notice specifying the default and (b) Landlord has failed for thirty (30) days to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective or ameliorative acts for noncurable defaults.

14. ENTRY BY LANDLORD

14.1 **Right of Entry.** Landlord and its respective authorized representatives shall have the right to enter the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the same and to take all such action thereon as may be necessary or appropriate for any such purpose provided for under this Lease or any other lawful purpose including protecting the Premises or showing the Property to prospective purchasers or tenants (but nothing contained in this Lease shall create or imply any duty on the part of Landlord to make any such inspection or to do any such work). No such entry shall constitute an eviction of Tenant.

15. PARKING AND STORAGE OF PERSONAL PROPERTY

15.1 **Parking.** Tenant and its invited guests and licensees shall be entitled to use the Property's vehicular parking spaces upon which the Property is located on a shared basis with the general public. There are no parking spaces reserved for the exclusive use of Tenant.

15.2 **Storage of Personal Property.** Tenant shall store on the Premises only personal property that Tenant owns and shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material.

15.3 **Signs.** Tenant may place on the Premises ordinary business signs consistent with applicable law, provided that Tenant and Landlord shall jointly process approvals for such signs and provided further that Landlord shall pay or waive the applicable City fees associated with such signage permit.

16. SUBMISSION OF ANNUAL FINANCIAL STATEMENTS.

16.1 **Financial Statement.** Tenant agrees to submit annually to Landlord an annual financial statement of the Friends of the Carpinteria Public Library, a non-profit California corporation.

17. REPAIRS AND MAINTENANCE

17.1 **Responsibilities.** Landlord shall professionally maintain the Premises including janitorial service, heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Landlord shall maintain the roof, foundation, exterior walls and common areas. All damage or injury done to the Premises or Property by the Tenant or by any person who may be in or upon the Premises or Property with the Tenant's consent or invitation or by the Tenant's failure to properly secure the Premises or Property shall be paid for by the Tenant.

18. DEFINITIONS

18.1 "Extended Term" shall mean the one year time period commencing on the date of expiration of the Term and resulting from Landlord's acceptance of Tenant's request to extend the Term of this Lease.

18.2 "Hazardous Materials" shall mean any substance or material defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous waste", "restricted hazardous waste", "toxic substances" or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any chemical substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law or treaty regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources..

18.3 "Initial Term" is agreed to be July 1, 2016 until and including June 30, 2021.

18.4 "Landlord's Interest" shall mean its fee interest in the Property and its interest in this Lease, or any part thereof.

18.5 "Possession Date" is agreed to be July 1, 2016.

18.6 "Rent" refers to the Monthly Rent and Additional Rent and any other amounts due the Landlord under this Lease unless the context clearly manifests a different intent.

18.7 "Term" shall mean the Initial Term and each of the Extended Terms described in Article 3, unless otherwise specifically provided herein.

19. GENERAL PROVISIONS

19.1 **Notices**. All notices and other communications hereunder shall be in writing, shall be sent by first class registered or certified United States mail, postage prepaid, and shall be deemed to have been given two (2) days after the day of mailing, addressed: (a) if to Landlord: 5775 Carpinteria Ave, Carpinteria, CA 93013, Attn: City Manager or at such other addresses as Landlord shall have furnished to Tenant; and (b) if to Tenant: 5103 Carpinteria Avenue, Carpinteria, CA 93013, Attn: Chair of Friends of the Library, or at such other addresses as Tenant shall have furnished Landlord in writing.

19.2 **Successors**. All of the rights and obligations of the Parties under this Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of

the Parties and the restrictions, covenants and obligations pertaining to the Premises shall run with the land and shall continue until this Lease is terminated or expires.

19.3 **Mediation and Arbitration.**

19.3.1 **Mediation**. Except as otherwise provided herein, any controversy, claim, or dispute arising out of or related to this Lease or the interpretation, performance, or alleged breach of this Lease (a "**Dispute**") shall be resolved according to the procedures set forth in this paragraph, which shall constitute the sole dispute resolution mechanism under this Lease. In the event that the Parties are unable to resolve any Dispute after meeting and attempting in good faith to reach a negotiated resolution, such Dispute(s) shall first be mediated by a retired judge or justice of a court or by a trained and qualified mediator mutually agreeable to the Parties. If the Parties are unable to agree upon a mediator, either party may apply to a licensed mediation service for the appointment of a mediator from a panel of retired judges or justices or other trained and qualified mediators. Upon the appointment of a mediator, the Parties thereafter shall submit their Dispute to mediation and engage in the mediation process fully and in good faith.

19.3.2 **Arbitration**. Except as otherwise provided herein, if the Parties are unable to resolve one or more Dispute(s) by mediation, then either Party may initiate arbitration of such Dispute(s). The arbitration shall be initiated and conducted according to the Commercial Arbitration Rules of a reputable and qualified arbitration service, including rules that allow an Appeal (the "**Arbitration Rules**"). The arbitration shall be conducted at a mutually agreeable location before a single neutral arbitrator appointed in accordance with the Arbitration Rules, except that the Parties shall be entitled to undertake discovery in the arbitration in accordance with the statutory provisions and rules applicable, as of the date of the first Arbitration Notice, to discovery in civil actions before a Court with jurisdiction over the Parties and the subject matter. The arbitrator shall have the authority to hear and rule upon all discovery motions and, in connection therewith, to award sanctions as appropriate in accordance with the then-prevailing law. Any appeal shall be heard and decided by a panel of three neutral arbitrators. The neutral arbitrator and the members of any Appeal Panel shall be retired judges or justices of any state or federal court. In all their substantive (as opposed to procedural or discovery-related) rulings, the arbitrator and Appeal Panel shall apply the law specified in the choice of law provision of this Agreement. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction.

19.3.3 **Exclusions from Mediation and Arbitration.** The following matters are excluded from mediation and arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action, (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

19.4 **Attorney's Fees.** In any action for any relief, declaratory or otherwise, to enforce the terms hereof or to declare rights hereunder (collectively, an "**Action**"), each party shall bear its own attorney's fees.

19.5 **Integration.** This Lease, and the exhibits attached hereto, constitute the entire agreement between and final expression of the parties, and there are no agreements or representations between the parties except as expressed herein or therein. All prior negotiations and agreements between Landlord and Tenant with respect to the subject matter hereof are superseded by this Lease. Except as otherwise provided herein, no subsequent change or addition to this Lease shall be binding unless in writing and signed by the parties hereto.

19.6 **No Waiver By Landlord.** To the extent permitted by applicable law, no failure by Landlord to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a default under this Lease, and no acceptance of Rent during the continuance of any such default, shall constitute a waiver of any such default or of any such term. No waiver of any default shall affect or alter this Lease, which shall continue in full force and effect, or the rights of Landlord with respect to any other then existing or subsequent default.

19.7 **Amendment.** This Lease can be modified, supplemented, amended or rescinded only by a writing expressly referring to this Lease and signed by Landlord and Tenant.

19.8 **Severability; Consent.** If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. Unless otherwise expressly provided herein, any approval or consent of Landlord required hereunder shall not be unreasonably withheld or delayed. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors of the parties hereto. The headings in this Lease are for purposes of reference only and shall not limit or define the meaning hereof. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

19.9 **Accessibility Disclosure Pursuant to California Civil Code Section 1938.** The Premises and Common Areas have been inspected by a Certified Access Specialist (CASp) and do not currently meet all accessibility standards.

19.9 **Holding Over - Consensual.** In the event Tenant shall holdover or remain in possession of the Premises with the written consent of Landlord after the expiration of the Term of this Lease, such holding over or continued possession shall create a tenancy for month to month only, upon the same terms and conditions as are herein set forth and in effect the last month prior to the expiration of the Term of this Lease.

19.10 **Holding Over - Non-Consensual.** If Tenant remains in possession of the Premises or any part thereof after the expiration of Tenant's term hereof without the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a monthly rental in twice the amount of the total of all the last month Rent paid or due, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

19.11 **Warranty Against Payment of Consideration.** Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Lease.

19.12 **Non-liability of Landlord Officials and Employees; Non-liability of Members.** No member, official or employee of Landlord shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by Landlord or for any amount which may become due to Tenant or its successor or on any obligations under the terms of this Lease.

19.13 **Remedies Cumulative.** The various rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.

19.14 **Time of the Essence.** Time is of the essence of this Lease and all of the terms, provisions, covenants and conditions hereof.

19.15 **Controlling and Venue Law**. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Santa Barbara County, California.

19.16 **Covenants**. Whenever in this Lease any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

19.17 **Joint and Several Liability**. In the event either party hereto now or hereafter shall consist of more than one person, firm or corporation, then and in such event all such persons, firms or corporations shall be jointly and severally liable as parties hereunder.

19.18 **Recitals**. The Recitals are true and correct as of the date hereof and are incorporated into the terms and conditions of this Lease.

19.19 **Attachments.** All attachments and exhibits referred to in this Lease are attached to and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the dates written below.

Landlord: **THE CITY OF CARPINTERIA, a California municipal corporation**

By: Gregg A Carty

Its: MAYOR

Tenant: **Friends of the Library, a nonprofit California Corporation**

By: Joan Ballard

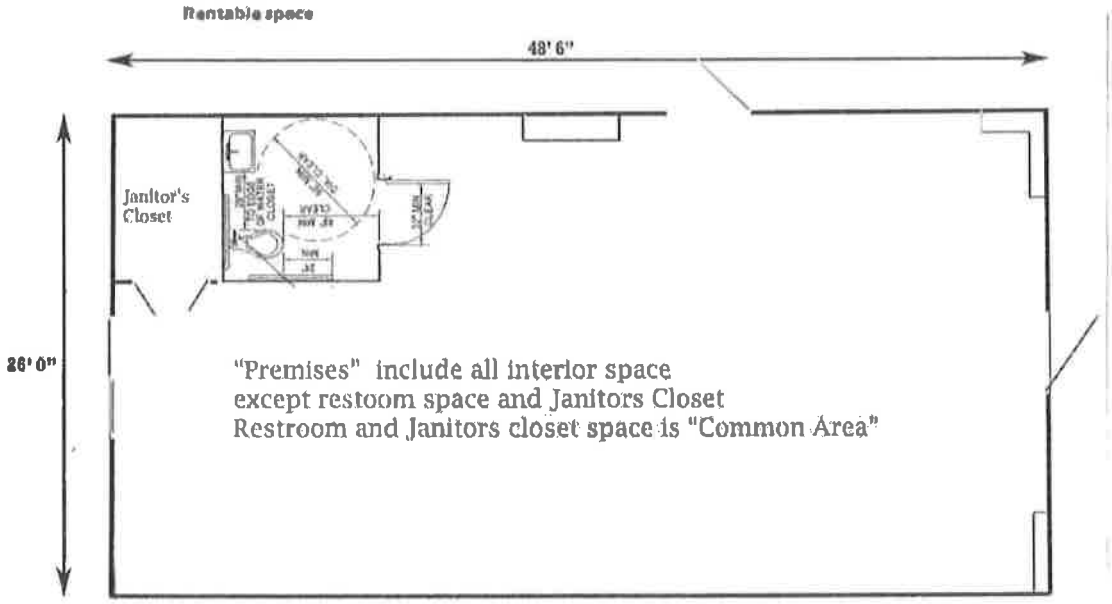
Its: May 31, 2014
President FOL

APPROVED AS TO FORM:
City of Carpinteria

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

Attachments: Exhibit A: Premises

Exhibit "A"
PREMISES



5103 Carpinteria Avenue
Carpinteria, CA

Drawing is not to scale

Attachment B

TO THE CARPINTERIA CITY COUNCIL
FROM THE BOARD OF DIRECTORS OF
THE FRIENDS OF THE CARPINTERIA COMMUNITY LIBRARY
FEBRUARY 14, 2023

The Friends of the Carpinteria Community Library Board has always been grateful for the generous, below-market rate charged to us for the bookstore building, with its ideal charm and location. Since 2009, when we first rented just the front of the building for $700/month, the bookstore has become a much loved gathering place in our town. Under the able management of volunteers Susan Williams and April Ueoka, with the help of 60 volunteers, each working a 2-hour shift every week, the bookstore has generated for the last decade (excluding the worst Covid years) a net annual revenue of at least $60,000.

The Friends Board respectfully requests that the City consider a change in our rental agreement for the bookstore building. Since the Friends' annual funding no longer goes to the Santa Barbara Public Library for the operating budget, but will be paid directly to the City of Carpinteria, it seems to us that the rental contract is redundant. Instead of the prospect of an increasing monthly rent for the bookstore, the Friends would like the Council to consider accepting our guarantee of a minimum of $50,000 as an annual donation in lieu of rent.

A rising annual rent creates a perception on the part of the Friends board of rising annual costs and the need for an adjustment to our book prices. A fixed annual minimum contribution to the City from the Friends guarantees the City far and above what can be expected by a rental contract, as well as dispelling future Board concerns about rising rental costs.

This fiscal year (2022-2023), the Friends have pledged $50,000 for books and materials, in addition to the $175,000 gift of La Centra-Summerland Foundation for the renovation of the library. We propose a change in our rental agreement to a nominal $1 per year for building rental, as we confidently pledge to the City that our minimum annual donation will far exceed our current annual rental fee of $15,852. We'd also like to request a longer lease agreement rather than an annual review.

Thank you for considering this request. We look forward to partnering with the City in supporting the library's wonderful potential in serving the needs of our community.

Gaby Edwards and Jean Bailard
(for the FOL board)

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
May 8, 2023

ITEM FOR COUNCIL CONSIDERATION

Authorization for the City Manager to execute an Agreement with Encompass Consultant Group, Inc. to provide consulting design services for the 2023 Pavement Maintenance and Rehabilitation Project (includes the whole or segments of Aragon Drive, Arbol Verde Street, Calle Rey Mar, Carnation Place, Concha Loma Drive, Eleanor Drive, Holly Avenue, La Quinta Drive, Malibu Drive, Sawyer Avenue, Vallecito Court, Vallecito Place, Vallecito Road, and Verano Drive).

STAFF RECOMMENDATION

Authorize the City Manager to execute an Agreement with Encompass Consultant Group, Inc. to provide consulting design services in an amount not-to-exceed $330,730 for the 2023 Pavement Maintenance and Rehabilitation Project.

Sample Motion: I move to authorize the City Manager to execute an Agreement with Encompass Consultant Group, Inc. to provide consulting design services in an amount not-to-exceed $330,730 for the 2023 Pavement Maintenance and Rehabilitation Project.

(The motion requires a roll call vote.)

BACKGROUND

On March 23, 2023, staff presented two (2) street selection lists to the Public Facility Site Acquisition/Development Committee (Committee)- one for Pavement Maintenance and another for Pavement Rehabilitation, as shown as follows:

Street Selection List- Pavement Maintenance

Street Name	Block	Begin Limit	End Limit
Aragon Drive	4500	Chaney Avenue Intersection	Santa Ynez Avenue
Aragon Drive	4600 to 4700	Azalea Drive Intersection	Chaney Avenue Intersection
Arbol Verde Street	400 to 500	Calle Pacific	Fiesta Drive Intersection

Arbol Verde Street	600 to 800	Fiesta Drive Intersection	Concha Loma Drive
Bailard Avenue	1000	Via Real Intersection	Pandanus Street Intersection
Carnation Place	1400	End	Aragon Drive
Delta Avenue	1300	Eleanor Drive	South End
Eleanor Drive	4600 to 4700	Sterling Avenue	Chaney Avenue
La Brea Lane	1200	East End	West End
La Pala Lane	1200	East End	Cameo Road
La Quinta Drive	4300	East End	Santa Monica Road
Seventh Street	-	Carpinteria Avenue	Reynolds Avenue Intersection
Seventh Street	4600	Reynolds Avenue Intersection	Ash Avenue Intersection
Seventh Street	4700	Ash Avenue Intersection	Holly Avenue Intersection
Seventh Street	4800	Holly Avenue Intersection	Elm Avenue Intersection
Seventh Street	4900	Elm Avenue Intersection	Linden Avenue
Seventh Street	5000	Linden Avenue	Maple Avenue
Seventh Street	5100	Maple Avenue	Walnut Avenue
Sixth Street	5000	Linden Avenue	Maple Avenue
Verano Drive	4300	North End	Santa Monica Road
Willow Place	5300	Olive Avenue	Palm Avenue

The general scope of work of pavement maintenance consists of crack treatment, asphalt concrete pavement replacements, and the application of microsurfacing. (Those street names labeled with the word, "intersection," means the limit of the pavement work includes the entire street intersection.) The existing asphalt concrete pavement surface would be rejuvenated and preserved for at least five years until pavement rehabilitation. This approach allows the costs for more expensive pavement rehabilitation work, which involves the complete rebuilding of the pavement structural section, to be spread out over a period of time that is manageable while also maintaining adequate road condition, given the available annual budget. The order of magnitude estimate for this set of streets would be about $1.3M which includes design, construction, construction management, inspection, and materials testing.

Street Selection List- Pavement Rehabilitation

Street Name	Block	Begin Limit	End Limit
Calle Rey Mar	700	Arbol Verde Street	End
Concha Loma Drive	800	Arbol Verde Street	Calle Ocho

Holly Avenue	1000	Sawyer Avenue	Carpinteria Avenue
Linden Avenue	200 to 300	Railroad Tracks	South End
Malibu Drive	4700	Sterling Avenue	West End
Malibu Drive	4800 to 4900	Linden Avenue	Sterling Avenue
Sawyer Avenue	4800 to 4900	Linden Avenue	Holly Avenue
Vallecito Court	5200	Vallecito Place	West End
Vallecito Place	1300	Vallecito Road	Ogan Road
Vallecito Road	1300	Vallecito Place	Ogan Road
Vallecito Road	1200	Ogan Road	Via Real

The general scope of work of pavement rehabilitation consists of using technologies and material recycling techniques that lower greenhouse gas emissions and reduce the cost of pavement maintenance through material choice and construction methods. As with the City's last two completed pavement rehabilitation projects as well as the 2022 Pavement Rehabilitation Project that is in currently in design, accessibility upgrades are also a part of the scope of work in order to conform with Americans with Disabilities Act (ADA) standards. The order of magnitude estimate for this set of streets would be about $5.4M which includes design, construction, construction management, inspection, and materials testing.

In general, the Committee concurred with the aforementioned street selection lists. However, the Committee expressed concern about funding a total cost of $6.7M for both pavement projects ($1.3M pavement maintenance plus $5.4M pavement rehabilitation) and recommended for staff to reevaluate the street selection lists in order to reduce the costs.

Staff provides findings of the reevaluation in the discussion below and recommends for a combined project of maintenance and rehabilitation as the 2023 Pavement Maintenance and Rehabilitation Project. The purpose of this agenda matter is for the City Council to authorize the City Manager to execute an agreement with Encompass Consultant Group, Inc. to provide consulting design services for the 2023 Pavement Maintenance and Rehabilitation Project.

DISCUSSION

Staff Reevaluation

Street selection lists for both pavement maintenance and rehabilitation are determined based on the City's pavement management system and the City Council's direction of including all pavement management zones in each project. The City's pavement management system established six (6) pavement management zones. Pursuant to the Committee's recommendation at its meeting on March 23, 2023, staff reevaluated the initial street selection lists. In addition to considering each street's Pavement Condition

Index (PCI)[1], staff determined the following criteria as the logic for reevaluating the street lists:

1. Failed condition- PCI between 30 and 0
2. Poor condition- Middle to lower range PCI (between 40.5 and 31)
3. Fair condition- Lower range PCI close to or on the verge of decreasing into poor condition
4. Drainage deficiencies
5. Street Tree Special Conditions[2]- Local streets (i.e. no arterial, collector, and commercial streets)
6. Number of streets per pavement management zone
7. Relative proximity of streets

Based on the aforementioned criteria, staff determined the following modified street selection lists:

Modified Street Selection List- Pavement Maintenance

Street Name	Block	Begin Limit	End Limit	PCI	Zone
Aragon Drive	4500	Chaney Avenue Intersection	Santa Ynez Avenue	39	5
Aragon Drive	4600 to 4700	Azalea Drive Intersection	Chaney Avenue Intersection	38	5
Arbol Verde Street	400 to 500	Calle Pacific	Fiesta Drive Intersection	54	2
Arbol Verde Street	600 to 800	Fiesta Drive Intersection	Concha Loma Drive	44	2
~~Bailard Avenue~~	~~1000~~	~~Via Real Intersection~~	~~Pandanus Street Intersection~~	~~54~~	~~6~~
Carnation Place	1400	End	Aragon Drive	53	5
~~Delta Avenue~~	~~1300~~	~~Eleanor Drive~~	~~South End~~	~~40~~	~~5~~
Eleanor Drive	4600 to 4700	Sterling Avenue	Chaney Avenue	53	5
~~La Brea Lane~~	~~1200~~	~~East End~~	~~West End~~	~~63~~	~~4~~
~~La Pala Lane~~	~~1200~~	~~East End~~	~~Cameo Road~~	~~56~~	~~4~~
La Quinta Drive	4300	East End	Santa Monica Road	59	5
~~Seventh Street~~	~~-~~	~~Carpinteria Avenue~~	~~Reynolds Avenue Intersection~~	~~59~~	~~3~~
~~Seventh Street~~	~~4600~~	~~Reynolds Avenue Intersection~~	~~Ash Avenue Intersection~~	~~51~~	~~3~~

[1] Excellent Condition 100-91, Good Condition 90-71, Fair Condition 70-51, Poor Condition 50-31, and Failed Condition 30-0. Source: Pavement Management Program Report Update. Pavement Engineering, Inc. August 2018

[2] Special Conditions Street Tree Management Plan. West Coasts Arborists. 12 July 2021

~~Seventh Street~~	~~4700~~	~~Ash Avenue Intersection~~	~~Holly Avenue Intersection~~	~~51~~	~~3~~
~~Seventh Street~~	~~4800~~	~~Holly Avenue Intersection~~	~~Elm Avenue Intersection~~	~~58~~	~~3~~
~~Seventh Street~~	~~4900~~	~~Elm Avenue Intersection~~	~~Linden Avenue~~	~~58~~	~~3~~
~~Seventh Street~~	~~5000~~	~~Linden Avenue~~	~~Maple Avenue~~	~~47~~	~~3~~
~~Seventh Street~~	~~5100~~	~~Maple Avenue~~	~~Walnut Avenue~~	~~47~~	~~3~~
~~Sixth Street~~	~~5000~~	~~Linden Avenue~~	~~Maple Avenue~~	~~52~~	~~3~~
Verano Drive	4300	North End	Santa Monica Road	60	5
~~Willow Place~~	~~5300~~	~~Olive Avenue~~	~~Palm Avenue~~	~~58~~	~~3~~

Modified Street Selection List- Pavement Rehabilitation

Street Name	Block	Begin Limit	End Limit	PCI	Zone
Calle Rey Mar	700	Arbol Verde Street	End	34	2
Concha Loma Drive	800	Arbol Verde Street	Calle Ocho	32	2
Holly Avenue	1000	Sawyer Avenue	Carpinteria Avenue	37	3
~~Linden Avenue~~	~~200 to 300~~	~~Railroad Tracks~~	~~South End~~	~~42~~	~~1~~
Malibu Drive	4700	Sterling Avenue	West End	26	5
Malibu Drive	4800 to 4900	Linden Avenue	Sterling Avenue	30	5
Sawyer Avenue	4800 to 4900	Linden Avenue	Holly Avenue	34	3
Vallecito Court	5200	Vallecito Place	West End	22	4
Vallecito Place	1300	Vallecito Road	Ogan Road	47	4
Vallecito Road	1300	Vallecito Place	Ogan Road	24	4
Vallecito Road	1200	Ogan Road	Via Real	35	4

Based on these modified street selection lists, staff determined a modified project that could combine both separate maintenance and rehabilitation projects into one and yield a reduced total cost. The order of magnitude estimate for this combined project would be about $4.5M which includes design, construction, construction management, inspection, and materials testing. This amount is about $2.2M less than having two separate projects that total $6.7M. However, this combined project would also defer seven (7) streets from pavement maintenance and one (1) street from pavement rehabilitation, as shown as strike-throughs in the modified street selection lists. Although, any or all of the deferred streets from pavement maintenance may be added to the project as extra work should the City receive a low construction bid that could afford more. The reason is because the mobilization of pavement maintenance work is a relatively minor expense as compared to pavement rehabilitation work.

As with a separate pavement rehabilitation project, a combined project would still include accessibility upgrades such as curb ramps and acute areas of damaged sidewalks in order to conform with ADA standards.

Consulting Agreement

As a best practice, staff typically conducts a qualifications-based selection (QBS) process as the basis of procuring professional or consulting services. QBS is a competitive, contract procurement process whereby consulting firms initially submit a proposal of its qualifications and the proposed scope of work and schedule to a procuring entity (e.g. City) who evaluates and selects the most qualified firm, and then negotiates the consultant fee. The QBS process is consistent with California Government Code Section 4525 et al. for procuring professional or consulting services of private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management firms.

In July 2022, staff issued a request for proposal (RFP) to provide consulting design services for another project- 2022 Pavement Rehabilitation Project. Encompass Consultant Group, Inc. submitted a proposal for this project, but it was not selected. However, staff considered the list of proposers from the RFP of that project as a prequalification list for similar future projects, and the 2023 Pavement Maintenance Project is an example of such.

In February 2023, staff requested for a proposal from Encompass Consultant Group, Inc. to provide consulting design services for the project. Staff determined the proposed scope of work and project schedule meet the City's needs including the time frame to deliver the design for construction. Further, staff determined the proposed fee be fair and reasonable.

A summary of the proposed tasks is as follows:

1. Project management
2. Preliminary design
3. Final design
4. Engineering support services during construction

A copy of the proposed Agreement with Encompass Consultant Group, Inc. including details of the proposed tasks is shown as Attachment A.

The estimated project schedule is as follows:

Design	June 2023 to October 2023
Advertise for Bids	November 2023
Open Bids	December 2023
Award Contract	January 2023
Construction	February 2024 to June 2024

POLICY CONSISTENCY

The project is consistent with the policy of establishing a program that monitors and effectuate improvements on roadways in accordance with the Circulation Element of the City General Plan and Local Coastal Plan.

FINANCIAL CONSIDERATIONS

On March 13, 2023, the City Council's mid-year review of the Fiscal Year 2022/23 Budget appropriated funds towards procurement of the design services. The construction budget will be presented to the City Council at a future date.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommendation is consistent with the California Government Code Section 4525 et al. for procuring professional or consulting services.

OPTIONS

1. Authorize the execute an Agreement with Encompass Consultant Group, Inc. to provide consulting design services in an amount not-to-exceed $330,730 for the 2023 Pavement Maintenance and Rehabilitation Project. (Staff recommendation)
2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate; however, non-action would delay the project.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Agreement

Staff contact:
John L. Ilasin, Public Works Director
(805) 880-3402; johni@carpinteriaca.gov

Signature

Reviewed by:
Licette Maldonado, Administrative Services Director
(805) 755-4448; licettem@carpinteriaca.gov

Signature

Reviewed by:
Dave Durflinger, City Manager
(805) 755-4400; daved@carpinteriaca.gov

MP for D. Durflinger
Signature

ATTACHMENT A

Agreement

AGREEMENT FOR CONSULTANT SERVICES

Design Services for the 2023 Pavement Maintenance & Rehabilitation Project Nos. 15133/15134

THIS AGREEMENT FOR CONSULTANT SERVICES ("**Agreement**") is made and effective as of the 8th day of May , 2023 by and between the City of Carpinteria, a municipal corporation ("**City**"), and Encompass Consultant Group, Inc. ("**Consultant**") (collectively, the "**Parties**") at Carpinteria, California, with reference to the following facts:

A. City has determined that it is necessary and appropriate to engage a design professional to carry out the services described herein; and

B. Consultant has represented itself as being fully qualified and available to perform the consultant services necessary to complete the work in a timely manner; and

C. City desires to contract with Consultant and Consultant is willing to perform the consultant services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SERVICES.**

1.1 **Basic Services**. City hereby retains Consultant to perform the services described and set forth in the attached Exhibit A ("**Basic Services**"), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit A. The Parties agree and acknowledge that time is of the essence in performance of this Agreement.

1.2 **Additional Services**. In addition to the Basic Services, City may elect to have Consultant perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Consultant ("**Additional Services**"). Such Additional Services shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Consultant's fee for such additional services. Basic Services and Additional Services are referenced collectively as "**Services.**"

2. **PERFORMANCE.**

2.1 **Standard of Performance**. Consultant shall faithfully, competently and diligently perform the obligations and responsibilities required by this Agreement, applying best management practices and the same standards of care utilized by persons commonly engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement. Consultant shall not engage the assistance of subcontractors for performance of the Services unless previously agreed to in writing by the City.

2.2 **Labor and Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Consultant shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement.

2.3 **Review of Service**. Consultant shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Consultant is not providing final approval or review, which is solely City's function and role. City review and approval of such work and Services shall not, however, relieve Consultant of any of its obligations under this Agreement.

2.4 **Contract Administration**. The City Manager or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The City Manager or his/her designee shall have the authority to act on the City's behalf to review and approve all products submitted by Consultant and may execute all necessary documents to authorize Consultant to perform Additional Services as provided for herein.

2.5 **Representations and Warranties.** Consultant represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Services under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Services, and enter into this Agreement; (iii) the Services contemplated hereunder will be performed by adequately trained, competent personnel, in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Services in accordance with industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Services and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.

3. **TERM**. This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed to the satisfaction of the City, but in no event later than the 30th day of June, 2024; unless terminated earlier as provided for herein.

4. **COMPENSATION.**

4.1 **Basic Services**. For Basic Services, City shall pay Consultant on a time and materials basis, not to exceed amount of Three Hundred Thirty Thousand Seven Hundred Thirty Dollars ($330,730.00) as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

4.2 **Additional Services**. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Basic Services, unless such Additional Services are authorized in advance and in writing in the

method provided for herein. Consultant will submit fee estimates for such Additional Services upon request of City.

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

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

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

5. **RECORDS**.

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

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

5.3 **Original Records**. Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and other work, materials or documents prepared or used to prepare Consultant's work product in the course of providing the Services pursuant to this Agreement ("**Consultant Work Product**") shall become the sole property of City once the Consultant has received

payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Consultant Work Product in whole or in part in any manner it deems appropriate, without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may retain copies of such Consultant Work Product as a part of its record of professional activity.

6. **TERMINATION.**

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

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

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

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

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

7. **DISPUTE RESOLUTION.** Except as explicitly provided in Exhibit E relating to claims by Consultant, if any dispute, claim or disagreement shall arise relative to the interpretation or

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

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

9. **INDEMNIFICATION.**

Indemnification for Professional Liability. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any of its officials, directors, employees and agents **("Indemnified Parties")** from and against any and all losses, liabilities, damages, costs, and expenses, including attorneys' fees and costs of defense (collectively, "Claims") to the extent such Claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents, employees, subcontractors, consultants or assigns.

10. **RELEASE OF INFORMATION.**

10.1 **Confidentiality**. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Consultant without City's prior written authorization. Consultant, its officers, employees, subcontractors or sub-consultants shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager. Response to a subpoena or court order shall not be considered "voluntary" provided that Consultant shall give City prompt written notice of any such court order or subpoena. The provisions of this Paragraph shall survive the termination of this Agreement.

10.2 **Notice and Cooperation**. Consultant shall promptly notify the City Manager and City Attorney in writing if Consultant, its officers, employees, agents, subcontractors or subconsultants are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party related to this Agreement and/or Consultant's related Services. City has no obligation to, but may exercise discretion to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide the City an opportunity to review any response to

discovery requests provided by Consultant. However, City's right to review any such response does not grant or imply a right of City to control, direct, dictate or rewrite said response.

11. **RELATIONSHIP TO CITY.**

11.1 **Independent Contractor**. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

11.2 **No Employee Privileges**. No City employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages or other compensation to Consultant for performing Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing Services hereunder.

11.3 **Consultant Duty to City.** Consultant understands and agrees that its responsibility to provide complete and accurate Services is owed solely to City and that its accountability under this contract shall likewise be solely to City and not to any City applicants or any other third person or entity.

11.4 **Interest of Consultant**. Consultant represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the services to be provided by Consultant under this Agreement. Consultant further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement is: (a) an officer or employee of City, or (b). an officer or employee of the applicant and any of its consultants. Consultant agrees to comply with any applicable conflict of interest code.

11.5 **Undue Influence**. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Consultant or any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

11.6 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the

City and the Consultant and will not confer any rights upon any person not expressly a party to this Agreement.

12. **GENERAL PROVISIONS.**

12.1 **Assignment of Rights.** Contractor agrees to assign City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act arising from purchases of goods, services, or materials pursuant to this Agreement.

12.2 **Further Assurances**. City and Consultant each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.

12.3 **Notices**. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To City:
Dave Durflinger, City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013-2698
P: (805) 684-5405
F: (805) 684-5304

To Consultant:
Sal Contreras, P.E., Principal Engineer
Encompass Consultant Group, Inc.
333 North Lantana Street, Suite 287
Camarillo, CA 93010
P:(805) 322-4443
F:N/A

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

12.4 **Legal Responsibilities**. Consultant shall keep itself informed of state, federal and laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Service pursuant to this Agreement. The Consultant shall reasonably observe and comply with such laws and regulations. The City and its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

12.5 **Licenses**. At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required by law for the performance of services described in this Agreement.

12.6 **Labor Conditions**. City is a public entity in the state of California, and therefore, City and Consultant are subject to the provisions of the Government Code and the Labor Code of the state of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement

to the same extent as if they were fully stated in the Agreement and shall be complied with by Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

"CITY"
City of Carpinteria

By:_____
David Durflinger, City Manager

APPROVED AS TO FORM:
City of Carpinteria

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

"CONSULTANT"
Encompass Consultant Group, Inc.

By:_____
Sal Contreras, P.E., Principal Engineer

ATTEST:
City of Carpinteria

By:_____
Brian C. Barrett, CMC, CPMC, City Clerk

EXHIBIT A

TASKS TO BE PERFORMED

Encompass Consultant Group

333 North Lantana St.
Suite 287
Camarillo, CA 93010
(805) 322-4443

25115 Ave. Stanford
Suite A320
Santa Clarita, CA 91355
(661) 600-9367

Civil Engineering
Land Surveying
Land Planning

April 17, 2023

W.O. 0852.00

John L. Ilasin, P.E.
City of Carpinteria - Public Works Department
5775 Carpinteria Ave.
Carpinteria, CA 93013

Subject: 2023 Paving Maintenance Project

Dear John:

In response to your request, Encompass Consultant Group, Inc. (ECG) is pleased to submit this proposal to provide civil engineering and surveying services.

PROJECT UNDERSTANDING

It is our understanding that the City of Carpinteria would like to continuing with their annual street maintenance program for 2023. The City is interested in paving the streets identified below. The streets have been identified as either micro surfacing or full depth rehabilitation. Arbol Verde St is the only street with extensive damage to the sidewalks, curb, gutter and street caused by overgrown tree roots that have migrated into these areas.

Microsurfacing

Street Location	Limit	Limit	Length(ft)	New ADA Ramps	Existing ADA Ramp Reconstruction	Existing ADA Ramp Evaluation
Aragon Dr.	Azalea Dr.	Santa Ynez Ave.	1,485	0	0	8
Arbol Verde	Carpinteria Ave.	Calle Pacifico	2,000	7	2	0
Carnation Pl.	Culdesac	Aragon Dr.	375	0	0	2
La Quinta Dr.	East End	Santa Monica Rd.	155	2	0	0
Eleanor Dr.	Chaney Ave.	Sterling Ave.	1,115	4	0	6
Verano Dr.	North End	Santa Monica Rd.	280	2	0	0
Total			5,410	15	2	16

Full Depth Rehabilitation

Street Location	Limit	Limit	Length(ft)	New ADA Ramps	Existing ADA Ramp Reconstruction	Existing ADA Ramp Evaluation
Malibu Drive	Linden Ave.	Sterling Ave.	1,030	0	8	2
Malibu Drive	Sterling Ave.	Culdesac (West End)	325	2	0	0
Vallecito Court	Vallecito Pl.	Culdesac (West End)	215	0	2	0
Vallecito Pl.	Ogan Rd.	Vallecito Rd.	700	1	1	0
Vallecito Road	Via Real	Vallecito Court	1020	1	2	0
Sawyer Avenue	Linden Ave.	Holly Ave.	870	0	2	1
Holly Ave.	Sawyer Ave.	Carpinteria Ave.	355	1	1	1
Concha Loma Drive	Arbol Verde St	Calle Ocho	815	1	0	0
Calle Rey Mar	Arbol Verde St	Culdesac	290	2	0	0
Total			5,620	8	16	4

All streets will be evaluated areas were dig outs are required will be identified. All ADA ramps will be field evaluated for streets identified for both full depth rehabilitation and micropsurfacing. These evaluations are to be performed by visual and field inspection. We are proposing a full topo

on Arbol Verde and will be providing an optional fee for surveying ADA ramps for street identified as full dept rehabilitation.

We assume field survey will not be necessary for the street plans. The basemap will be prepared based on available aerial imagery. Topographical mapping will only be performed on Arbol Verde and, as an optional cost, handicap ramps on street designated as FDR listed above.

Based on our understanding of the project requirements, we propose the following scope of services:

SCOPE OF WORK

This proposal includes the services as indicated in the RFP and will perform continuous project management and in-house quality control as discussed in this proposal. The following services described below are provided to clarify and customize the tasks indicated in the RFP for this project's unique nuances. The tasks include but not limited to, the following:

Task 1: Project Management

A. Project Administration

a. Team coordination.

b. Quality control and quality assurance.

c. Provide project schedule and updates. ECG will develop a project schedule utilizing MS project. Prepare a formal schedule for design completion, including delivery dates for design review submittals to the City.

d. Monitor budgets and report project status on a monthly basis.

e. Prepare and provide monthly progress project reports.

B. Progress Meetings

a. Organizing team progress and coordination meetings. ECG will provide meeting agenda and distribute meeting minutes. ECG shall set meeting at or near milestones. Assume 30%, 60% and 90% milestone progress meetings with the City

b. Organize the project design kick-off meeting with City staff to review project scope and expectations, finalize a schedule of deliverables, and mutually agree upon a project approach. Criteria for pavement repair work, City priorities and constraints, and standardization of pavement and improvements evaluation will also be discussed.

Task 1 Deliverables:

1. Project files in PDF and the original format.
2. Monthly progress reports
3. Progress meeting agenda and minutes

Task 2: Preliminary Design (30%, 60% and 90%)

A. Topographical Mapping (Arbol Verde)

a. Perform field surveys along Arbol Verde Street and at 25 additional ramp locations. The survey limits for Arbol Verde Street will be within the approximate right of way and the survey limits for the ramp locations shall be from beginning of curve to end of curve at each of the right of way corners and will extend to the approximate right of way behind curb and into the adjacent roadway approximately 10 feet. Field surveys will locate pavement, curbs, drives, walks, building footprints, fences, walls, planters, and visible surface utilities, together with topographic features such as tops, toes, flow lines, grade breaks, etc. within the areas described above. Pavement and surface materials will also be identified. Trees larger than 4" in diameter will be located and shown on the map.

b. Field surveys will be processed and compiled with data obtained from the aerial imagery provided by the City. A construction control line will be determined for use during design and construction. Note, the construction control line may not be an established right of way centerline, as it is not known at this time what centerline and/or right of way monumentation exists.

c. ECG will compile the record right of way locations as they are depicted in the latest assessor maps. Records will be georeferenced to the site base map with available monuments in the project areas recovered during the topographic surveys. Resolving disputed locations or title research is not proposed herein. If right of way analysis or acquisition is required, we will require title reports for the property(ies) in question to support the additional work (not included herein).

d. Research available records to prepare a monument inventory in the work areas. Potential and/or located monuments will be shown on improvement plans for monument preservation per Business and Professions Code section 8771 and Green book section 400-2. (Monument preservation to be performed under separate contract)

B. Field investigation and Data Collection

a. Develop a project basemap based on the City provided GIS aerial and the topographic survey and supplemental field survey performed, as well as any additional information provided by the City. The basemap shall be on state plane coordinates and will be used in the initial field evaluation. Survey markers in ADA ramps will be located and noted to be protected in-place. ECG will contact City Surveyor for list of known survey monuments. Basemap will include the record existing utility information obtained from utility companies and the City.

b. With the basemap completed project basemap, ECG will perform an initial field walk. ECG will walk the entire City and will invite City staff to attend. The walk will record and document existing conditions to be used to refine the project scope, limits of work, basemap and design approach. Finding will be documented and provided to the City.

c. Perform field evaluation work that shall include physical inspection, marking of streets, and entering roadway repair work into AutoCAD. The following will be identified during the field evaluation, as applicable, for the pavement preparation:

1. Failed pavement areas to be removed and replaced (dig-outs);
2. Confirm existing street p\pavement conditions are adequate for Micro Paving

3. Utility structures to be adjusted to grade (i.e., vaults, manholes, valve boxes, etc.);
4. Concrete improvement replacements including sidewalks, ADA ramps, curbs & gutters;
5. Traffic detector loops, if any, to be replaced due to conflicts with roadway repair work;
6. Existing striping layouts; and document existing signage.
7. Additional areas of special concern or treatments required including coordination with City arborist regarding ongoing root damage for sidewalks and AC paved areas.

d. Review any available Pavement Management data and reports related to the proposed street prior to the field evaluation.

e. Based on the field review and assembled project information, summarize recommendations, street rehabilitation methods and proposed street segments that fit into the City's proposed construction budget constraints and maximize construction value. A comparison of proposed repair methods, their respective costs and anticipated service life will be provided.

f. Coordinate with the City to present the treatment recommendations and potential construction costs.

g. Develop CAD sheets showing street location, limits of work, roadway configuration, affected utility infrastructure, and summary of repair work.

h. Identify areas during the field evaluation that exist or are potential drainage issues. During an overlay, existing drainage problems can become more problematic after construction, and new drainage problems can be created by oversights during design. ECG will identify these areas of concern to bring to the attention of the City.

i. Perform existing ADA ramp evaluations per the list provided above. Evaluations shall be performed based on the Caltrans Permanent Pedestrian Facilities ADA Compliance Handbook and the American with Disabilities Act Accessibility Guidelines (ADAAG). Each ramp shall be evaluated for compliance. Deficiencies will be noted and documented in a report. The findings will be presented to the City for approval. If the City determines ADA ramp design are required, ECG will then provide an estimate for surveying and engineering for the new ramp design selected.

j. Soils investigation shall be provided by Earth Systems. Scope and description of work is attached to this proposal. Earth Systems is familiar with the project and has reviewed the scope of services outlined in the RFP and City provided project documents. Coring shall be performed for the streets designated for full depth rehabilitation. A report shall be prepared with conclusion and findings. Core locations will be indicated on the project plans.

C. Utility Company Coordination

a. Conduct existing utility research. Obtain utility owner contact information by utilizing USA Dig Alert database.

b. Prepare utility record drawing request notifications. Letter shall include a map of each street indicating the project limits. Letters shall be either mail or emailed directly to the utility company.

c. Prepare and maintain a utility notification log noting dates when notices were sent, received and noting comments from the utility company.

d. Prepare an existing utility basemap and overlay the map onto the project basemap. The plan will identify utilities that are in conflict with the proposed design. ECG will look for alternatives to the designs to avoid relocations where possible. Minor relocations such as utility box and valve adjustments to grade will be noted on the construction plans. Major utility relocations are not anticipated. If a major relocation is encountered such as a fire hydrant relocation, then ECG will contact the utility company to coordinate the relocation on the construction documents to resolve the relocation successfully.

e. ECG shall support the City with facility relocation claims by providing exhibits, preliminary and final plans. ECG will be available to assist in the coordination and communication with the affected utility company

D. Utility Facility Positive Location

ECG does not anticipate utility conflicts due to the nature of the project. We do not anticipate grading to be greater than 24 inches and the proposed design elements to be deep enough to require positive utility locations.

a. In the event that utility such as a fire hydrant utility box will need to be relocated due to the proposed design elements, ECG will allocate a total of one (1) day for positive utility locations. This service will be provided by Spearhead Locators. If potholing is necessary, ECG will allocate one (1) full day of potholing services from Travis Ag.

b. If these services are utilized then ECG will prepare a potholing report including photographs, descriptions, depth, material and size of the exposed utility.

E. Preliminary Plans, Specifications, Estimates (60% and 90%)

a. Prepare 30% preliminary design drawings per City of Carpinteria standards and Standard Plans for Public Works Construction (Greenbook). Plans shall include details and typical sections corresponding to the preliminary design. 30% design shall identify dig out areas, limits of ADA improvements, rolled curb and gutters, cross gutters and provide initial coring data.

b. Update pavement rehabilitation recommendations.

c. Identify design constraints, utilities conflicts and provide resolution report.

d. Prepare a construction cost estimate for the preliminary design.

e. Provide a 60% submittal of construction drawings and cost estimates to the City for review and comment. This submittal shall include the following information:

1. A title sheet for the set of drawings;
2. A vicinity map;
3. Paving rehabilitation drawings;
4. 60% striping and signage plans
5. ACA ramp details with proposed configurations.
6. Preliminary cost and quantity estimates for the project construction; and

7. Details and typical sections corresponding to the design.
8. Prepare preliminary outline technical specifications for pavement repair work utilizing City provided electronic boilerplate contract documents

f. Meet with the City to discuss the 60% submittal and incorporate City 60% review comments into construction drawings and specifications.

g. Perform any additional field evaluation checks as needed to complete construction drawings for the 90% submittal to the City. Provide the 90% submittal to include of construction drawings, contract specifications, and cost estimates to the City for review and comment. This submittal shall include the following information:

1. A title sheet;
2. A vicinity map;
3. 90% rehabilitation drawings including striping and signage plans.
4. 90% cost and quantity estimates for the project construction;
5. 90% specifications;
6. ADA ramp details and typical sections corresponding to the design;

h. Attend 90% milestone progress meeting. Discuss comments and provide clarifications.

i. ECG does not anticipate permits during the design phase of this project. If an encroachment permit is required then ECG will obtain and provide a copy of the permit to the City as necessary.

j. Work with the City to prepare memo identifying the street that will fall under the street maintenance category.

Task 2 Deliverables:

1. Pavement evaluation report
2. Topographical mapping and right of way survey, PDF
3. Record of Survey or Corner Records (to be performed under separate contract)
4. Field investigation and Data Collection findings
5. Utility conflicts and resolutions report
6. Utility coordination meetings
7. Positive location and underground Utility Facility Record
8. Preliminary, 60% and 90% PS&E
9. Street maintenance memo
10. ADA ramp evaluation report
11. Preliminary soils report including core data in PDF

Task 3: Final Design

A. Bid Documents- Final Plans, Specifications, Strom Water Prevention Plan (100%)

a. Obtain City independent contractibility review comments and incorporate into final construction documents.

b. Incorporate the City 90% review comments into the construction drawings. Assemble final construction contract documents for the project.

c. Perform a final job walk with the final construction contract documents for the final quality assurance check before submitting final construction contract documents and cost estimates to the City for approval and bidding.

d. Prepare and submit final PS&E

B. Final Estimate

***Task 3** Deliverables:*

1. Bid Documents. Plans, Specifications
2. Final Estimate

Task 4: Engineering Support Services During Construction

A. Bidding Support
   a. Provide support to the City as needed.
   b. Attend pre-bid meeting.
   c. Address contractor questions and provide clarifications as necessary
   d. Provide assistance is bid evaluations if necessary

B. Conformed Plans and Specifications
   a. Provide conformed construction documents based on bid phase addenda.

C. Construction Observations
   a. Attend construction kick off meeting
   b. Review project shop drawings and submittals and maintain project submittal logs
   c. Address Contractor RFI's and necessary
   d. Prepare plan revisions to provide clarifications.
   e. Provide periodic site observations and determined by the City. Observations reports shall be included documenting the construction activity observed while on site. Report shall include photographs with descriptions and documenting conversations held during the site visit. Reports shall be submitted to the City the same day observed. For the purposes of this proposal, we assume a 6 month construction duration and will include one (1) site observation every 2 weeks for 2 hours/ visit. Assume 12 observations total.

D. Record Drawings
   a. Prepare record drawings based on contractor mark ups.
   b. Submit signed record drawings in PDF and Mylar is requested.

***Task 4** Deliverables:*

1. Bidder clarifications
2. Addenda
3. Conformed Plans and Specifications
4. Submittal Reviews
5. Responses to RFI's
6. Revised designs
7. Periodic Observation Reports

8. Record Drawings

Task 5: OPTIONAL Topographical Survey -Full Depth Rehabilitation (FDR)

As an optional fee, ECG will perform topographical surveying at ADA ramp locations for the street identified as FDR. We assume a total of twenty-eight (28) ramps total will require survey to meet ADA standards. In additions, ECG will perform a boundary survey to determine and conflicts with the proposed ADA ramp design.

Task 5 Deliverables

1. Topographical survey in CAD and PDF
2. Boundary survey in CAD and PDF

SERVICES NOT INCLUDED

The following services and all other services not specifically listed herein are excluded:

1. Governmental and public agency fees, cost of bonds, and taxes.
2. Title company reports, services, and fees.
3. Services by consultants other than ECG except for the subconsultants listed in the scope of work.
4. Pavement core and pavement design
5. Storm Water Pollution Prevention Plan
6. Environmental permitting, reports, general plan or zoning changes, or processing.
7. ALTA, boundary establishment/resolution surveys, construction staking or filing records with the County Surveyor.
8. Record of Survey or Corner Records (to be prepared under separate contract).
9. Legal Descriptions and exhibits for the purpose of right of way acquisition and temporary construction easements (to be prepared under separate contract, if needed).
10. Planning and processing services.
11. Construction management services
12. Traffic studies or traffic control plans.
13. Dry utilities design (natural gas, electrical, communication, etc.).
14. Services beyond those specifically listed in the Scope of Work above.

CLIENT TO PROVIDE

Client or co-consultant at Client's direction shall provide the following items to ECG:

1. GIS Aerial survey
2. Street Record Drawings.

ASSUMPTIONS

1. Client will provide and coordinate access to and around site as required to perform work.

2. Sufficient boundary monuments of record remain in place in the immediate site vicinity to allow for adequate boundary compilation and orientation. If insufficient monuments exist in the immediate area, additional time and charges may be required.
3. Project limits of work are within City right of way and land acquisition will not be necessary.
4. GIS Aerial survey has adequate resolution for base mapping purposes.

PROPOSED FEE AND METHOD OF PAYMENT

Our proposed services will be performed on a time and materials, not to exceed basis and shall be billed monthly at the rates then in effect. Charges for "time" include professional, technical and clerical support services provided by ECG. "Materials" include all reimbursable expenses, such as photocopies, postage, shipping/delivery, plots, prints, maps/documents, and outside consultant fees.

Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services, including reimbursable expenses, will cost approximately as follows:

Task	Service	Fee
1.	Project Management	$15,175
2.	Preliminary Design (30%, 60% and 90%)	$193,700
3.	Final Design	$19,720
4.	Engineering Support Services During Construction	$20.820
5.	OPTIONAL- Topographical Mapping and boundary (FDR Streets)	$27,540
	OPTIONAL- ADA Ramp Design (FDR Street)	$25,440
	SUBCONSULTANTS	
	Earth Systems	$28,105
	Total without options	**$277,520**
	Total with options	**$330,730**

We reserve the right to reallocate budgets between the tasks listed above for actual work performed, but we will not exceed the total fee without written approval.

We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. However, please note that our services will be performed on a time and materials basis, and it is possible that our actual charges could exceed the amount we have estimated. During the performance of our services, the need for additional or expanded services may be determined. We will make every reasonable effort to keep you informed of our progress and costs incurred.

ADDITIONAL SERVICES

Services performed outside the scope of this agreement require written approval prior to performance of the work. Significant design changes after the start of work shall be considered additional services. Any work request that is outside the scope of this agreement will be identified by ECG as such, and a fixed fee or not-to-exceed amount will be agreed upon prior to the start of the additional work. Compensation for additional services shall be in accordance with the rates then in effect.

TIME OF PERFORMANCE

Based on our current workload, we estimate that we can begin work upon receipt of your written authorization to proceed. We will make every effort to keep you informed of our progress in accordance with a mutually acceptable schedule which will be arranged with you.

AUTHORIZATION

Should you require any additional information, or wish to discuss this proposal further, please contact me at (805) 416-8704, or via email at Sal.Contreras@ECGcivil.com. If this proposal is satisfactory, please contact us regarding the necessary agreement forms to begin work. Please note that this proposal is valid for a period of 30 calendar days.

Thank you for your consideration of ECG for this project.

Sincerely,

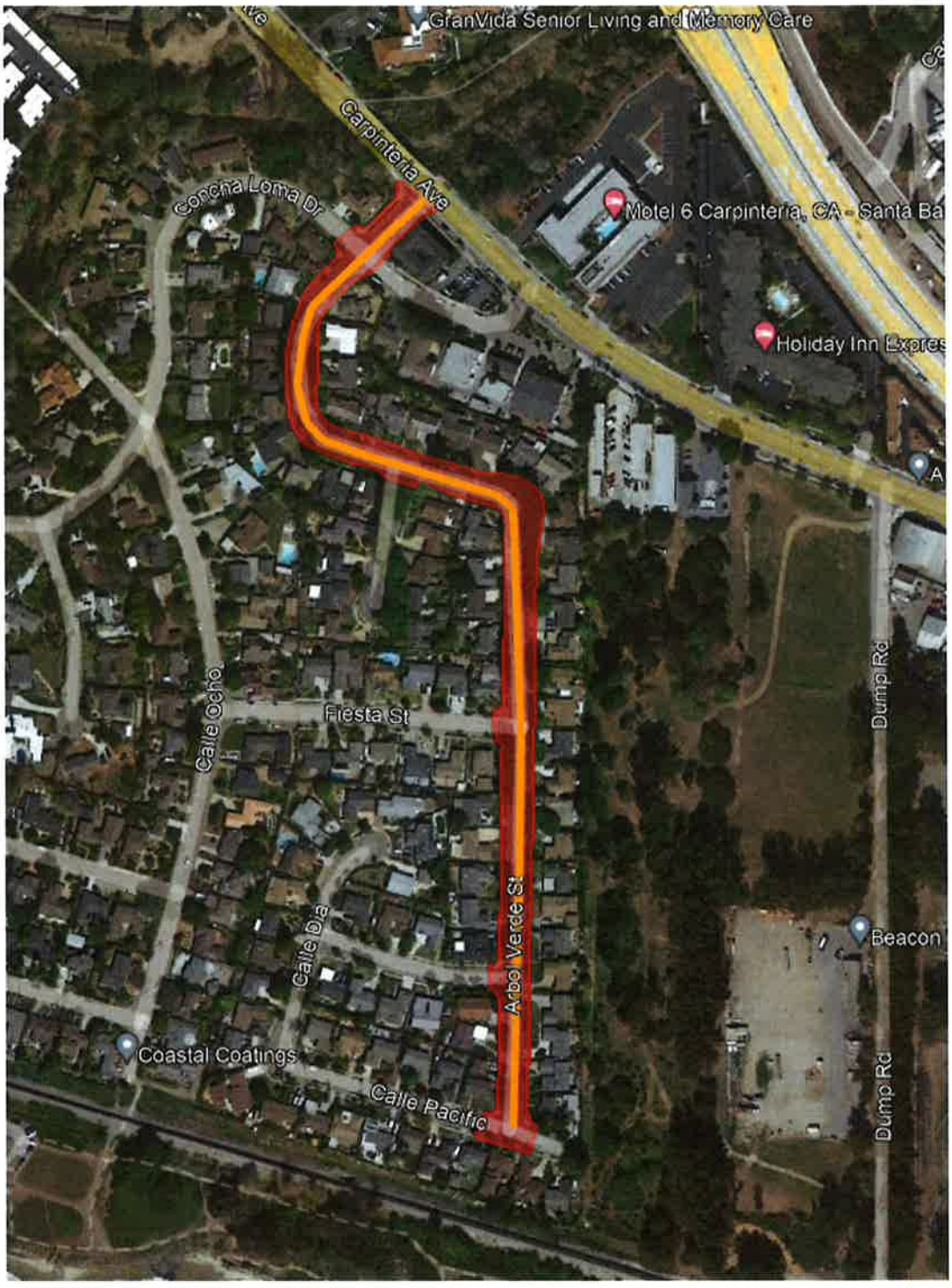
ENCOMPASS CONSULTANT GROUP, INC.

Sal Contreras, P.E. No. 66720, CA
Principal Engineer
Phone: (805) 416-8704
Sal.Contreras@ECGcivil.com

Travis J. Maag, P.E. No. 83406, CA
Senior Engineer I
Phone: (805) 465-9095
Travis.Maag@ECGcivil.com

Enclosures: ECG's Current Billing Rate Schedule

SURVEY LIMITS EXHIBIT (ARBOL VERDE)



ECG
Encompass Consultant Group

Date: 4/17/2023
PM: SC/TJM

Prevailing Wage (Y/N) y

2023 RATES	Project Name:	City of Carpinteria 2023 Paving Maintenance Project							Work Order:	0852			
DESCRIPTION	Principal II	Principal I	Senior II	Senior I	Associate	Assistant II	Assistant I	Senior Designer	Designer/ Technician	1-Man Survey	2-Man Survey	3-Man Survey	Clerical Support	TOTAL
Hourly Rates	230	210	190	175	160	135	120	135	95	185	280	420	80	
Task 1-Project Management														
A. Project Administration														
a. Team Coordination	1.0			40.0										$7,230.00
b. QA/QC	8.0													$1,840.00
c. Progress reports, schedule updates, status updates	1.0			8.0										$1,630.00
B. Progress Meetings														
a. Team progress meetings including milestone meetings	2.0			16.0										$3,260.00
b. Design Kick off meeting	3.0			3.0										$1,215.00
													Subtotal:	**$15,175.00**
Task 2-Preliminary Design (30%, 60% and 90%)														
A. Topographical Mapping & Boundary														
a. Arbol Verde	2.0		8.0		28.0	6.0					32.0			$16,230.00
B. Field Investigations and Data Collection														
a. Develop Project Basemap	2.0			20.0			80.0							$13,560.00
b. Perform initial field walk	4.0			8.0			8.0							$3,280.00
c. Perform field pavement evaluations	4.0			24.0			32.0							$8,960.00
d. Review pavement data reports	1.0			4.0			4.0							$1,410.00
e. Prepare pavement recommendations report	4.0			16.0			24.0							$6,600.00
f. Present pavement recommendations and update	1.0			8.0			2.0							$1,870.00
g. Develop basemap with pavement rehab recommendations	2.0			2.0			16.0							$2,730.00
h. Identify potential drainage issues.	2.0			8.0			8.0							$2,820.00
i. Perfrom ADA ramp field evaluations (28 locations)	2.0			32.0			32.0							$9,900.00
J. Coordination with Earth Systmes	2.0			4.0			2.0							$1,400.00
C. Utility Company Coordination														
a. Conduct Existing utility research				1.0			8.0						8.0	$1,775.00
b. Prepare utility request letters				1.0			8.0						8.0	$1,775.00
c. Maintain utility request log				1.0			6.0							$895.00
d. Prepare existing utility base map				8.0			48.0							$7,160.00
e. Utility coordination support				2.0			2.0							$590.00
D. Utility Facility Positive Location														
a. Manage and coordinate utility location and potholing	2.0			1.0			1.0							$755.00
b. Prepare potholing report	2.0			4.0			2.0							$1,400.00
E. Preliminary, 60% and 90% PS&E														
a. Prepare 30% Preliminary Plans	8.0			80.0		40.0	120.0							$35,640.00
b. Update pavement recommendations	1.0			8.0			4.0							$2,110.00
c. Provide utility conflicts and resolution report	2.0			8.0										$1,860.00
d. Prepare preliminary cost estimates	2.0			8.0			8.0							$2,820.00
e. Prepare and submit 60% PS&E	8.0			60.0		40.0	160.0							$36,940.00
f. 60% Milestone meeting (Included in Task 1 B(a))														$0.00
g. Prepare 90% PS&E	4.0			60.0		40.0	120.0							$31,220.00
h. 90% Milestone meeting (Included in Task 1 B(a))														$0.00
													Subtotal:	**$193,700.00**
Task 3-Final Design														
A. Bid Documents- Final Plans, PS&E														
a. Incorporate constructability review comments	1.0			4.0			8.0							$1,890.00
b. Incorporate city 90% comments	1.0			4.0			8.0							$1,890.00
c. Perform final walk to confirm critical items	1.0			16.0			16.0							$4,950.00
d. Prepare final 100% PS&E	1.0			8.0		16.0	60.0							$10,990.00
													Subtotal:	**$19,720.00**
Task 4- Engineering Support Services During Construction														
A. Bidding Support														
a. Provide City Support	2.0			8.0										$1,860.00
b. Attend pre-bid meeting	1.0			2.0										$580.00
c. Address Contractor questions	2.0			8.0										$1,860.00
d. Provide bid evaluation assistance	1.0													$230.00
B. Conform Plans and Specifications														
provide conformed Plan and Specs based on addenda	2.0			8.0										$1,860.00
C. Construction Observations														
a. Attend Construction Kick Off Meeting	2.0			2.0										$810.00
b. Review Shop Drawings and Submittals	1.0			8.0										$1,630.00
c. Address contractor RFI's	1.0			8.0										$1,630.00
e. Provide period observations (Assume 12 visits at 2 hour / visit)				8.0			24.0							$4,280.00
D. Record Drawings														
a. Prepare record Drawings				2.0			40.0							$5,150.00
b. Submittal final documents	1.0			4.0										$930.00
													Subtotal:	**$20,820.00**
Task 5-OPTIONAL Services														
Topographical Mapping (FDR)	1.0		22.0		48.0						56.0			$27,770.00
ADA Ramp design (FDR) 28 Rmaps	8		40.0		100.0									$25,440.00
													Subtotal:	**$53,210.00**
														$302,625.00
Subtotal Fee by Staff Category	$22,080.00	$0.00	$13,300.00	$91,875.00	$28,160.00	$19,170.00	$102,120.00	$0.00	$0.00	$0.00	$24,640.00	$0.00	$1,280.00	
Subtotal Hours by Staff Category	96.0	0.0	70.0	525.0	176.0	142.0	851.0	0.0	0.0	0.0	88.0	0.0	16.0	

Outside Consultant		Fee	Markup	Cost
Earth Systems		$25,550	10%	$28,105.00
			10%	$0.00
			10%	$0.00
			TOTAL:	$28,105.00

TOTAL WITHOUT OPTIONS	$277,520.00
TOTAL WITH OPTIONS	$330,730.00

*** Note: The information provided above is an estimate of labor hours as the scope and project needs are currently understood. It is possible during the course of the project that different methods, techniques, and/or staff may be required to achieve the contract deliverables.*

Earth Systems
115 West Canon Perdido Street | Santa Barbara, CA 93101 | (805) 642-6727 | www.earthsystems.com

April 14, 2023 Proposal No.: SBA-23-04-004

Attention: Sal Contreras
Encompass Consultant Group
333 N. Lantana Street, Suite 287
Camarillo, CA 93010

Project: Carpinteria Pavement Maintenance 2023
Various Streets
Carpinteria, California
Subject: Proposal to Provide Geotechnical Information for Proposed Full Depth Reclamation

Introduction
Earth Systems Pacific (Earth Systems) is pleased to provide a proposal to provide geotechnical engineering services to provide information pertinent to full depth reclamation plans for various streets in the City of Carpinteria. Streets involved in the program will include approximately 1,050 lineal feet of Arbol Verde Street, 360 lineal feet of Holly Avenue, 1,280 lineal feet of Malibu Drive, 870 lineal feet of Sawyer Avenue, 870 lineal feet of Vallecito Court, and 1,260 lineal feet of Vallecito Road.

The scope of services would include measuring the existing structural paving section thicknesses, sampling subgrade soils, performing laboratory testing on those soils, analyzing the field and laboratory data, and providing a written report with recommendations for full depth reclamation structural sections.

The project will require advancing borings at 15 locations scattered throughout the subject streets. The intent is to sample about every 300 lineal feet. It is anticipated that traffic control plans will be required to obtain encroachment permits, and traffic control will be required during our field exploration. The cost associated with preparation of the traffic plan and preparation of the encroachment permit applications has been included in our estimated costs. However, Earth Systems has assumed that the encroachment permit fees from the City of Carpinteria will be waived.

Scope of Services and Estimated Fees

Task 1. Drilling/Sampling and Thickness Determinations

- Mark 15 points of exploration, notify Underground Service Alert, and post "No Parking" signs 72 hours prior to work start date ($1,380.00)
- Drill Rig and Operator for two days ($10,560.00)
- Staff Professional for Logging (16 hours) ($2,660.00)
- Field Equipment/ Asphalt Patching ($450.00)

Task 2. Traffic Control

- Obtain Traffic Control Plan Sheets (4) to be submitted to the City of Carpinteria ($960.00)
- Two Person Traffic Control Crew with Equipment for Single Lane Closures. (Based on two 8-hour weekday shifts) ($1,860.00)

Task 3. Project Management and Report Preparation

- Project Management ($695.00)
- Report Preparation ($1,950.00)

Task 4. Laboratory Tests

- Tests of subgrade soils to include:
  - 15 - Moisture & Density (ASTM 2937). ($675.00)
  - 6 - R- Value (ASTM D 2844, CT 301). ($3,060.00)
  - 4 - Maximum Density and Optimum Moisture (ASTM D 1557). ($1,300.00)

Total Estimate **$25,550.00**

It is assumed that the terms for services will be negotiated at a later date.

This proposal may be considered valid for a period of 90 days, at which time if it is not fully executed, we reserve the right to modify our proposal in both scope and fee.

Upon acceptance of this proposal, please sign and date a copy and return it to **Earth Systems Pacific**, 5917 Olivas Park Drive, Suite F, Ventura, California 93003.

EARTH SYSTEMS PACIFIC

Patrick V. Boales

Patrick V. Boales
Engineering Geologist/Vice-President

AGREED TO AND ACCEPTED

_____
Client Signature and Title

_____
Client Name (in print)

_____
Date

Copies: 1 - Sal Contreras at ECG (via email)
1 - Proposal File

EXHIBIT B

PAYMENT SCHEDULE

(See Exhibit A)

EXHIBIT C

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than $1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than $1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010-0413. Consultant also agrees to require all contractors and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. The City's failure to comply with reporting requirements should not affect coverage required under the Agreement.

23. The consultant's insurance is primary to that of any insurance claimed by the City.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT D

WORKERS' COMPENSATION REQUIREMENTS

The Consultant is required to sign and file a statement acknowledging its obligation to secure payment of Workers' Compensation before beginning work.

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

I, Sal Contreras, hereby acknowledge my obligation to secure payment of Workers' Compensation before beginning work.

Encompass Consultant Group, Inc.

By:_____
Sal Contreras, P.E., Principal Engineer

Dated:_____

EXHIBIT E

RESOLUTION OF CONSTRUCTION CLAIMS

The following pertains to Public Contract Code Sections 20104 through 20104.6 (Resolution of Construction Claims)

1. This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

2. This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

3. "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

4. "Claim" means a separate demand by the contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency.

5. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

6. This article applies only to contracts entered into on or after January 1, 1991.

7. For any claim subject to this Agreement, the following requirements apply:

   a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

   b. (1) For claims of less than fifty thousand dollars ($50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

      (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

(3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

c. (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

(3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

d. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

e. Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

f. This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

8. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both

parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

9. (a) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(b) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

10. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

11. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

12. In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

13. Pursuant to California Public Contract Code Section 7201, the City may not retain greater than five (5%) percent of contract price.

Cal Cities' advocacy efforts are strongest when joined by the voices of city leaders. Below is a list of current legislative proposals that local officials should act on to support cities' top legislative priorities, along with sample support or opposition letters.

Proposed Advanced Clean Fleet Regulations
The California Air Resource Board's (CARB) proposed Advanced Clean Fleet regulation has unclear, exploitable provisions and unattainable timelines. The proposed regulation would require all new class 2b-8 vehicle purchases, such as garbage trucks, to become zero-emission by 2027.
With a few exceptions, most government agencies in California would be impacted by this change. Voice your concerns to CARB's proposed Advanced Clean Fleet regulation by submitting a letter TODAY. For information about how the measure could impact your community, contact your local public affairs manager.

AB 1708 (Muratsuchi) Proposition 47 Reform
Proposition 47 made promises of safe neighborhoods, but the unintended consequences that followed have undermined that promise. AB 1708 (Muratsuchi) would increase accountability for repeat theft offenders and offer pathways for pre-plea diversion programming.

If passed, the bill would send the issue to the voters for approval at the next statewide general election. Voice your SUPPORT by submitting a letter to the Assembly Public Safety Committee. If your assembly member is on the committee, it is important to submit a letter and call them to express your support!

2023-24 State Budget Priorities for Cities
Cal Cities is calling on the state and Legislature to invest $3 billion in ongoing funding for cities to increase the supply of affordable housing and reduce homelessness, invest $1 billion to reimburse cities for unfunded mandates, and lay off any action that would reduce or eliminate funding for cities or divert essential local revenue sources.

Take action today by sending a letter to Budget Committee chairs and vice chairs requesting investments in the 2023-24 state budget that bolster local government efforts to support our most vulnerable residents and ensure cities can thrive!

State Ballot Measure Restricting Voters' Input and Local Taxing Authority

The anti-local control California Business Roundtable measure has qualified for the November 2024 ballot. This anti-local control measure will decimate vital local and state services to the benefit of the largest and wealthiest corporations in California. Cal Cities, along with a broad coalition of local governments, labor, public safety, education, and infrastructure advocates, strongly oppose this initiative.

Make sure your city's voice is heard by adopting a resolution opposing the harmful measure. Adopted city resolutions can be sent to BallotMeasures@calcities.org. For information about how the measure could impact your community, contact your local public affairs manager.