City of Carpinteria
City Council Regular Meeting Agenda
Monday, August 28, 2023
Council Chamber, 5775 Carpinteria Avenue, Carpinteria, CA 93013

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

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: NONE

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. Planning Commission Actions
b. Status Update on the Work of the City Manager Succession Process Committee
c. Status Update on the Work of the Senior Services Planning Committee
d. FEMA Community Rating System

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.

1. Approve the minutes of the regular meeting held July 24, 2023 and the special meeting held July 31, 2023.

2. Receive and file the Expenditures for the period beginning July 15, 2023 and ending August 18, 2023.

3. Receive and file Report of Contracts Executed by the City Manager for the Period of July 18, 2023 through August 21, 2023.

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

5. Adopt Ordinance No. 768 (second reading), amending Chapters 2.20.070 (Public Works Department) and 2.20.080 (Parks, Recreation, and Public Facilities Departments) in the Carpinteria Municipal Code. *(This motion requires a roll call vote.)*

ADMINISTRATIVE MATTERS:

6. Granting of an Easement to Southern California Edison for Electric Vehicle Infrastructure in City Parking Lot No. 1 along the Elm Avenue frontage.

   Recommendation: Authorize the City Manager to execute the Grant of Easement of approximately 700 square feet to Southern California Edison for the purposes of installation, maintenance and operation of electrical equipment associated with electric vehicle infrastructure in City Parking Lot No. 1

   Staff Presenter: Erin Maker, Environmental Program Manager

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

7. Real Property License Agreement concerning the Franklin Creek Trail Improvement Project.

   Recommendation: Authorize the City Manager to execute a Real Property License Agreement with the Santa Barbara County Flood Control and Water Conservation District for the Franklin Creek Trail Improvement 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

8. Real Property License Agreement concerning the Carpinteria High School Area Crosswalk Safety Improvements Project.

   Recommendation: Authorize the City Manager to execute a Real Property License Agreement with the Santa Barbara County Flood Control and Water Conservation District for the Carpinteria High School Area Crosswalk Safety Improvement 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

9. Participation in the Sustainable Community Network Program for residential solar and battery storage.

Recommendation: Authorize the City Manager to execute a Program Participation Agreement with Electriq Power, Inc, for the City to participate in the Sustainable Community Network Program.

Staff Presenter: Erin Maker, Environmental Program Manager

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

10. Sending a comment letter to the County of Santa Barbara regarding its Draft 2023 - 2031 Housing Element Update.

Recommendation: Approve the letter (Attachment A) to be sent to the County of Santa Barbara regarding the County's Draft 2023 - 2031 Housing Element Update.

Staff Presenter: Nick Bobroff, Community Development Director

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

PUBLIC HEARING:

11. Annual Review of Fire Protection Mitigation Fee Program. (Continued from July 24, 2023 Council Meeting)

Recommendation: Adopt Resolution No. 6259, approving the update of the Fire Protection Mitigation Fee Schedule for Development and accepting the Carpinteria-Summerland Fire Protection District's Annual Report.

Staff Presenter: John L. Ilasin, Public Works Director

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

12. Adoption of Resolution No. 6265, initiating amendment of the City's Accessory Dwelling Unit and Junior Accessory Dwelling Unit Regulations, a part of its Local Coastal Program and Zoning Code, in response to recent state Accessory Dwelling Unit legislation.

Recommendation: Adopt Resolution No. 6265 (Attachment A), initiating amendments to the Carpinteria Local Coastal Program and Chapter 14.72 of Title

14, Zoning, of the Carpinteria Municipal Code, to address recent state Accessory Dwelling Unit legislation.

Staff Presenter: Nick Bobroff, 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:

13. Agreement between the Carpinteria Skate Foundation and the City of Carpinteria for Carpinteria skate park youth services.

Recommendation: Authorize the City Manager to execute the agreement with the Carpinteria Skate Foundation.

Staff Presenter: Aida Thau, Management Analyst II

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

14. Annual Report on Law Enforcement Services.

Recommendation: Receive and file report.

Staff Presenter: Lt. Ugo Arnoldi, Santa Barbara County Sherriff's Office

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

15. 2023 Work Plan Status Report.

Recommendation: Receive and file the 2023 Work Plan Status report.

Staff Presenter: Dave Durflinger, City Manager

a. Staff Report

b. Public Comment
c. City Council Determination

16. Together We Thrive: A Community Resource and Engagement Fair Debrief and Survey Report.

Recommendation: Receive and file Together We Thrive: A Community Resource and Engagement Fair Debrief and Survey Report.

Staff Presenter: Olivia Uribe Mutal, Program Manager

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

17. Annual Report on implementation of the City's Sustainable Community Policy.

Recommendation: Receive and file the Annual Report on the City's Sustainable Community Policy (Resolution No. 5500).

Staff Presenter: Erin Maker, Environmental Program Manager

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

18. Rental of Street Sweeping Equipment.

Recommendation: (1) Authorize the City Manager to enter into a rental agreement with Haaker Equipment Company for street sweeping equipment in an amount not to exceed $94,176 and (2) Appropriate $14,700 for rental of street sweeping equipment. *(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

19. Amendment to the City Manager Employment Agreement adjusting the annual base wage.

Recommendation: Approve the Ninth Amendment to the Employment Agreement for the City Manager adjusting the annual base wage.

Staff Presenter: Teresa Ilasin, Management Analyst II

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: Stein & O'Connor)
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. Senior Services Planning Committee (Lee & Solórzano)
b. Civic/Youth Engagement Committee (Lee & Nomura)
c. City Council Housing Element Committee (Clark & Nomura)
d. City Manager Succession Process Committee (Clark & Alarcon)

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 September 11, 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 (805) 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, August 23, 2023, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

MEMORANDUM

Date: **August 22, 2023**

To: **City Council**

From: **Nick Bobroff, Community Development Director**

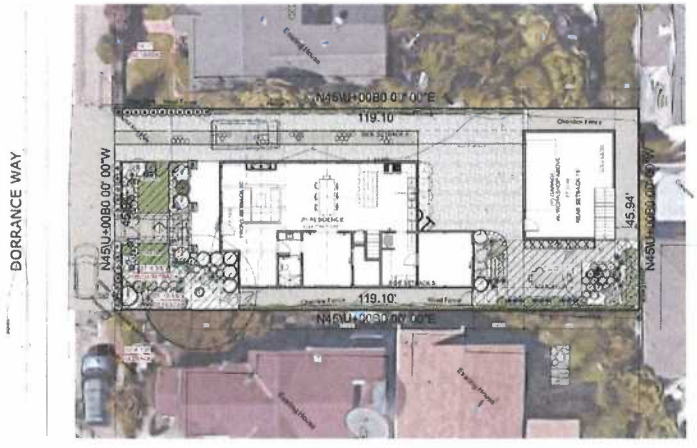
Subject: **August 7, 2023 Planning Commission Action**

On Monday, August 7th, the Planning Commission considered the following hearing requests with four Commissioners in attendance (Commissioner Salant absent):

1) Howard Residence
   Project # 22-2162-DP/CDP/ARB
   Address: 4818 Dorrance Way
   Applicant: Dylan Chappell, architect, for John Howard
   Planner: Syndi Souter

   Hearing at the request of Dylan Chappell, architect, for John Howard, to consider Project 22-2162-DP/CDP/ARB (application filed June 9, 2022) for approval of a Development Plan and a Coastal Development Permit to construct a new 2,197 square-foot two-story single-family residence and a detached 512 square-foot two-car garage with a 446 square-foot workshop above on a vacant lot under the provisions of Carpinteria Municipal Code (CMC) §14.14 – Planned Residential Development District and §14.68 – Development Plan; and to approve an Exemption pursuant to §15303, §15304, and §15332 of the California Environmental Quality Act (CEQA) Guidelines. The application involves APN 003-440-013, addressed as 4818 Dorrance Way.

   The Planning Commission continued this item to a future meeting agenda due to a lack of a quorum.

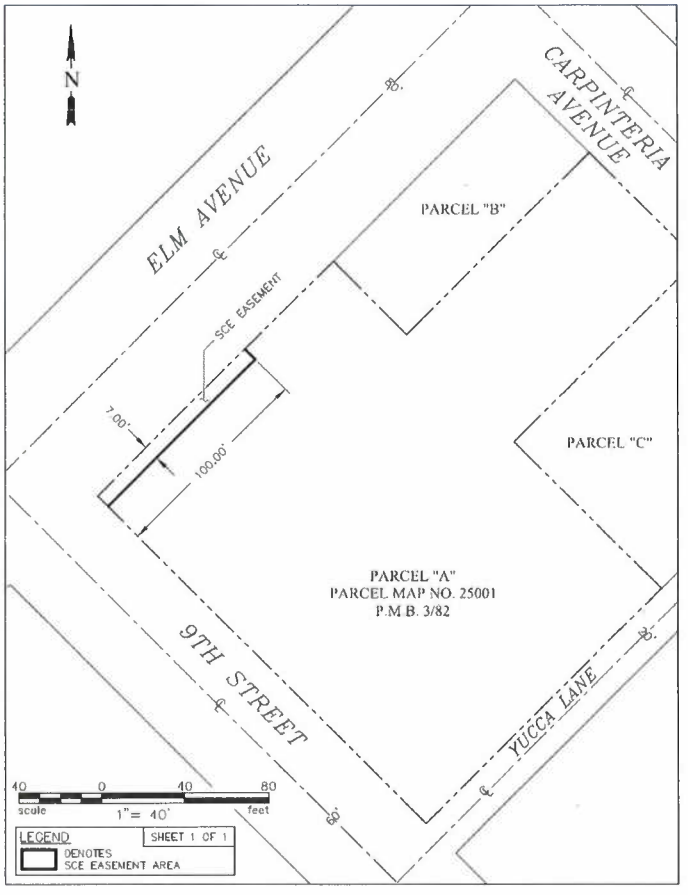




2) **Southern California Edison (SCE) Easement GC §65402**
Project # 23-2235-GC
Address: 4945 Carpinteria Avenue (otherwise known as City Parking No. 1)
Applicant: City of Carpinteria
Planner: Nick Bobroff

Hearing on the request of the City of Carpinteria Public Works Department to consider Project 23-2235-GC (application filed July 14, 2023), for a determination that the granting of an easement affecting a 700 square foot (7.00' wide by 100.00' long) portion of City Parking Lot No. 1 to Southern California Edison to allow for the installation, maintenance and operation of electrical equipment associated with electrical vehicle infrastructure is consistent with the General Plan/Coastal Plan of the City of Carpinteria, pursuant to Government Code §65402. The application involves APN 003-261-008, addressed as 4945 Carpinteria Avenue (otherwise known as City Parking No. 1).

The Planning Commission voted 4-0 to find that granting of the requested easement is consistent with the City's General Plan, pursuant to the requirements of Government Code §65402.



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

In-Person and Virtual

CALL TO ORDER

Mayor Clark called the meeting to order at 5:34 pm.

ROLL CALL

Councilmembers present:	Councilmember Roy Lee Councilmember Wade T. Nomura Councilmember Mónica J. Solórzano Vice Mayor Natalia Alarcon Mayor Al Clark
Staff members present:	Dave Durflinger, City Manager Michael Ramirez, Assistant 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 Matt Roberts, Parks, Recreation & Public Facilities Director Steve Goggia, Community Development Director John L Ilasin, Public Works Director David Hernandez, Code Compliance Officer II Syndi Souter, Associate Planner Teresa Ilasin, Management Analyst II

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: NONE

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS:

1. Proclamation Celebrating the 50th Anniversary of the Rotary Club of Carpinteria.

Speakers in-person: Karen Graf, Rob Godfrey, and Bob Berkenmeier, all representing Rotary Club of Carpinteria

Mayor Clark and the City Council presented the Proclamation to Rotary Club of Carpinteria representatives.

2. Proclamation Proclaiming Tuesday, August 1, 2023 as "National Night Out" in the City of Carpinteria.

Speakers in-person: Carpinteria Community Resource Deputy Brian Dickey with the Santa Barbara County Sheriff's Department and Gloria Flores with Girls Inc.

Mayor Clark and the City Council presented the Proclamation to Deputy Dickey and Ms. Flores.

3. Resolution No. 6257, Congratulating Matt Roberts on His Retirement and Commending and Thanking Him for 36 Years of Loyal and Dedicated Service to the City of Carpinteria.

There was no public comment.

Motion by Councilmember Nomura, seconded by Councilmember Lee, to adopt Resolution No. 6257. Upon voice vote, the motion carried unanimously.

Parks, Recreation and Public Facilities Director Roberts provided remarks.

Mayor Clark and the City Council presented Resolution No. 6257 to Parks, Recreation and Public Facilities Director Roberts.

4. Resolution No. 6258, Congratulating Steve Goggia on His Retirement and Commending and Thanking Him for 18 Years of Loyal and Dedicated Service to the City of Carpinteria.

There was no public comment.

Motion by Councilmember Nomura, seconded by Councilmember Lee, to adopt Resolution No. 6258. Upon voice vote, the motion carried unanimously.

Community Development Director Goggia provided remarks.

Mayor Clark and the City Council presented Resolution No. 6258 to Community Development Director Goggia.

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

Mayor Clark temporarily adjourned the meeting at 6:03 pm.

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

Mayor Clark reconvened the meeting at 6:10 pm.

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

a. Status Update on the Work of the City Manager Succession Process Committee

City Manager Durflinger reported:

- Council previously approved a contract with Ralph Andersen & Associates for executive search services.
- Ralph Andersen & Associates provided a draft flyer with ideal candidate description and draft community survey to the City Council and the City Manager Succession Process Committee.
- Noted that all Councilmembers except for one can meet for a special Council meeting on Monday, July 31st at 5:30 pm to approve the ideal City Manager candidate profile and the community survey form so the recruitment process can begin.

b. Status Update on the Work of the Senior Services Planning Committee

Assistant City Manager Ramirez reported:

- The Ad Hoc Senior Services Planning Committee meeting is scheduled for Wednesday, July 26th at 8:00 am in the Council Chambers where stakeholder groups will provide an update on what they are doing in regards to senior services.
- Request for Proposals (RFP) for Consulting Program Design & Implementation Services for the Establishment of An Active Adult / Senior Center and Related Programming closes July 27th at 4 pm; there are no submissions as of yet.

- Still waiting for the Area Agency on Aging to provide senior meals at the Vets Hall.

c. Status Update on the Harbor Seal Committee

City Manager Durflinger reported:

- At previous Council meeting, the Council referred the Harbor Seal Report to the Carpinteria Open Space Management Advisory Board (COSMAB).
- COSMAB did not have a quorum to meet last week.
- COSMAB meeting will be rescheduled in a few weeks and its recommendations will be presented to the Council for consideration in reforming the Harbor Seal Committee moving forward and directing a new iteration of the work.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

Speakers in-person: Michael Baker, Susan Mailheau, and Bob Franco (not present to speak)

Speakers via Zoom: Mike Wondolowski

Emails distributed: Judith Polich and Susan Mailheau

CONSENT CALENDAR:

Speakers via Zoom: Mike Wondolowski (for Consent Calendar Item No. 12)

Councilmember Nomura requested pulling Consent Calendar Item Nos. 11 and 12 from the Consent Calendar and hearing them as the first two items under Administrative Matters. The Council agreed to Councilmember Nomura's request.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to approve Consent Calendar Item Nos. 5 through 10. Upon voice vote, the motion carried unanimously.

5. Approve the minutes of the regular meeting held July 10, 2023.

6. Receive and file the Expenditures for the period beginning July 3, 2023 and ending July 14, 2023.

7. Receive and file Report of Contracts Executed by the City Manager for the Period of June 20, 2023 through July 17, 2023.

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

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

10. Adopt Resolution No. 6261, as read by title only, authorizing the destruction of certain accounts payable, payroll, cash receipts, and bank statements.

ADMINISTRATIVE MATTERS:

Consent Calendar Item Nos. 11 and 12 were pulled from the Consent Calendar and heard as the first two items under Administrative Matters.

11. Authorize the City Manager to execute Amendment No. 2 to the Agreement with Cannon Corporation to provide additional services for the 2022 Pavement Rehabilitation Project in the not-to-exceed amount of $24,542 for a total amended amount of $672,842. *(This motion requires a roll call vote.)*

Public Works Director Ilasin presented the staff report.

There was no public comment.

Motion by Councilmember Nomura, seconded by Councilmember Solórzano, to authorize the City Manager to execute Amendment No. 2 to the Agreement with Cannon Corporation to provide additional services for the 2022 Pavement Rehabilitation Project in the not-to-exceed amount of $24,542 for a total amended amount of $672,842. 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.

12. Authorize the City Manager to purchase an electric street sweeping equipment by Global Environmental Products from Terry Equipment, Inc. in an amount not to exceed $732,847 and appropriate $33,000 in 103-431-5761 – Major Equipment. *(This motion requires a roll call vote.)*

Public Works Director Ilasin presented the staff report.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to authorize the City Manager to purchase an electric street sweeping equipment by Global Environmental Products from Terry Equipment, Inc. in an amount not to exceed $732,847 and appropriate $33,000 in 103-431-5761 – Major Equipment. 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.

13. Code Compliance Quarterly Report Q2, 2023.

Recommendation: Receive and file quarterly report.

Code Compliance Officer II Hernandez provided the PowerPoint presentation.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to receive and file the Code Compliance Quarterly Report. Upon voice vote, the motion carried unanimously.

14. Review of home sales prices and adjusting the 2023 in-lieu affordable housing fee pursuant to Carpinteria Municipal Code Chapter 14.75, Inclusionary Housing Requirement, and, if desired, adopt Resolution No. 6260, as read by title only, adjusting the 2023 affordable housing in-lieu fees for condominiums and single-family dwellings.

Recommendation: Receive and file the report on the City's home sales prices for 2022 and adopt Resolution No. 6260 to adjust the 2023 affordable housing in-lieu fees for condominiums and single-family dwellings.

Associate Planner Souter provided the PowerPoint presentation.

Speakers via Zoom: Mike Wondolowski

Emails distributed: Mike Wondolowski

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to receive and file the report on the City's home sales prices for 2022, and adopt Resolution No. 6260, as

read by title only, adjusting the 2023 affordable housing in-lieu fees for condominiums and single-family dwellings. Upon voice vote, the motion carried unanimously.

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

    Recommendation: Designate Councilmember Nomura as the City's voting delegate and designate Councilmember Solórzano as the City's alternate voting delegate for the League of California Cities 2023 Annual Conference and Expo in Sacramento.

City Clerk Barrett presented the staff report.

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to designate Councilmember Nomura as the City's voting delegate and designate Councilmember Solórzano as the City's alternate voting delegate for the League of California Cities 2023 Annual Conference and Expo in Sacramento. Upon voice vote, the motion carried unanimously.

PUBLIC HEARING:

16. Annual Review of Fire Protection Mitigation Fee Program.

    Recommendation: Adopt Resolution No. 6259, approving the update of the Fire Protection Mitigation Fee Schedule for Development and accepting the Carpinteria-Summerland Fire Protection District's Annual Report.

City Manager Durflinger announced that the Carpinteria-Summerland Fire Protection District asked that this item be continued in order to make corrections to the Annual Report. He requested that the Council open the public hearing tonight, receive any public comment and keep the public hearing open and continue the matter to the next regular Council meeting of August 28, 2023.

Mayor Clark opened the public hearing at 7:35 pm.

There was no public comment.

Mayor Clark left the public hearing open.

Motion by Councilmember Nomura, seconded by Councilmember Solórzano, to continue the public hearing to the next City Council meeting. Upon voice vote, the motion carried unanimously.

City Manager Durflinger noted for the record that the next regular City Council meeting is August 28th to which this item has been continued.

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

MATTERS CONTINUED FROM PREVIOUS MEETINGS: NONE

Mayor Clark recessed to a break at 7:36 pm and reconvened the meeting at 7:41 pm.

OTHER BUSINESS:

17. Adopt Resolution Nos. 6263 and 6264, amending the Conditions of Employment for both Miscellaneous Unrepresented Personnel and Management Personnel.

    Recommendation: (1) Adopt Resolution No. 6263, amending the Conditions of Employment between the City of Carpinteria and Miscellaneous Unrepresented Personnel for the period of July 1, 2023 – June 30, 2024, and authorize the City Manager to implement the changes effective July 1, 2023, and (2) Adopt Resolution No. 6264, amending the Conditions of Employment for the period of July 1, 2023 – June 30, 2024, between the City of Carpinteria and Management Personnel, and authorize the City Manager to implement the changes effective July 1, 2023.

Assistant City Manager Ramirez presented the staff report.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to adopt Resolution Nos. 6263 and 6264, as read by title only. Upon voice vote, the motion carried unanimously.

18. Adoption of Ordinance No. 768 and Resolution No. 6262 concerning: (a) Amending Municipal Code Chapter 2.20.070 Public Works Department and Chapter 2.20.080 Parks, Recreation, and Public Facilities Departments, to reflect the reorganization; and, (b) Revising the Public Works Director position description to account for the added responsibilities.

    Recommendation: (1) Approve first reading of Ordinance No. 768, amending Carpinteria Municipal Code Section 2.20 as follows: (a) Section 2.20.070: Retitle the Street Maintenance Division to Maintenance; retitle Street Maintenance and Right-of-Way Maintenance programs to Street and Right-of-Way Maintenance; establish the Fleet Maintenance program; and establish the Parks and Facilities Maintenance program and (b) Section 2.20.080: Retitle Parks, Recreation, and Public Facilities department and Parks Divisions to Parks, Recreation, and

Community Services department; and (2) Adopt Resolution No. 6262, thereby updating the job duties of the Public Works Director to update language and positions supervised. *(This motion requires reading of ordinance title and a roll call vote.)*

Management Analyst II Ilasin presented the staff report.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to (1) approve Ordinance No. 768, on first reading, and (2) adopt Resolution No. 6262 as read by title only.

City Clerk Barrett read aloud the title of Ordinance No. 768.

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.

LEGISLATIVE UPDATE:

City Manager Durflinger mentioned he had forwarded the Council an email from the regional representative of the League of California Cities with webinar slides of the summer recess briefing of priority bills. He noted that for the past few years, the League has provided webinars to cities explaining where certain legislation is in the process. He said in the future, the Council could determine to create a committee of its members that focuses on developing a legislative platform and the committee could participate in the League's webinars and determine which things it would want to bring forward to the Council or develop positions itself.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Solórzano reported on her attendance at:

- BEACON where the Board approved an agreement with the Bay Foundation to provide mobility location data tracking services through grant funding, basically using mobile phone data regionally to map how people are using the beach. The

next BEACON meeting a presentation on regional sediment management and sea level rise and some strategic planning will be discussed.

- Santa Barbara Metropolitan Transit District (SBMTD) met and selected designated recipients of the Federal Transit Authority formula funds for the Santa Barbara Urbanized Area which was split between the County and SBMTD; heard a capital projects update, and terminated the declaration of the COVID health emergency.
- South Coast Youth Safety Partnership Public Policy Team met in Goleta and Councilmember Solórzano will report back as more strategic planning is done.

Vice Mayor Alarcon reported that the Santa Barbara Joint Affordable Housing Task Group will be meeting this Thursday and Carpinteria will be hosting the meeting where there will be a presentation from LifeArk. More information will be provided at the meeting.

Councilmember Nomura noted the International President's Summit (service club presidents from Kiwanis, Rotary, Lions, and Optimists) initiated a Celebrate Community Week (September 11th through 17th. He requested the City participate by designating the week of September 11th through 17th as Celebrate Community Week and honor the four service organizations with the hope that they would be able to become partners in doing work around the Carpinteria community.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the August 28th regular City Council meeting.

CLOSED SESSION MATTER

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

PUBLIC COMMENT ON CLOSED SESSION MATTERS

There was no public comment.

TEMPORARY ADJOURNMENT TO CLOSED SESSION

Mayor Clark temporarily adjourned the meeting to Closed Session at 8:10 pm.

RECONVENE IN OPEN SESSION

Mayor Clark reconvened the meeting in Open Session at 8:24 pm with all Councilmembers, City Manager Durflinger and City Clerk Barrett present.

CLOSED SESSION REPORT

City Manager Durflinger announced that there was no reportable action from the Closed Session.

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:25 pm.

_____
Al Clark, Mayor

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk

City of Carpinteria
City Council Minutes
Special Meeting
Monday, July 31, 2023

In-Person and Virtual

CALL TO ORDER

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

ROLL CALL

Councilmembers present:	Councilmember Wade T. Nomura Councilmember Mónica J. Solórzano Vice Mayor Natalia Alarcon Mayor Al Clark
Councilmembers absent:	Councilmember Roy Lee
Staff members present:	Michael Ramirez, Assistant City Manager Mack Carlson, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria (present via Zoom) Brian C. Barrett, City Clerk Olivia Uribe Mutal, Program Manager

PLEDGE OF ALLEGIANCE

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

CITY COUNCIL BUSINESS:

The City Council met to consider the following item:

1. Review and approval of the recommendations of the City Council Ad hoc City Manager Succession Committee concerning the ideal candidate profile and community survey form.

   Recommendation: Receive and approve the City Manager ideal candidate profile and community survey form as recommended by the City Council Ad hoc City Manager Succession Committee.

Program Manager Uribe Mutal presented the staff report and PowerPoint presentation and Consultant Fred Wilson of Ralph Andersen & Associates (present via telephone) answered questions.

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

Speakers in-person: Jane Benefield, Donna Jordan, Fred Shaw, and Gail Marshall

Councilmembers provided feedback on the City Manager Brochure which included:

- Provide better photos representative of the community, reorganize the layout of photos, and add captions to tell a story
- Incorporate Diversity, Equity, and Inclusion (DEI) and volunteerism

Councilmembers provided feedback on the Community Survey which included:

- Add a box under question nos. 4 and 5, adding experience in Diversity, Equity, and Inclusion (DEI) initiatives
- Question no. 1 changed to say “Do you live in the City of Carpinteria or in the unincorporated area or neither?”
- Add more demographic questions to question no. 3 including field of work, age range, and whether individuals are homeowner/renters or neither

Program Manager Uribe Mutal received clarification from the Council that once the brochure and community survey are updated per the Council’s comments, the brochure and community survey do not need to return for review and approval by the City Council.

Motion by Vice Mayor Alarcon, seconded by Councilmember Solórzano, to receive and approve the City Manager ideal candidate profile with the designated updates as mentioned and community survey form to also incorporate the updates described as recommended by the City Council Ad hoc City Manager Succession Committee.

The roll call vote was as follows:

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

The motion carried.

ADJOURNMENT

Mayor Clark adjourned the meeting at 6:14 pm.

_____
Al Clark, Mayor

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
August 28, 2023

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning July 15, 2023 and ending August 18, 2023.

STAFF RECOMMENDATION

Receive and file Warrant Register for the period of July 15, 2023, through August 18, 2023, 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 is designed to communicate fiscal activity since the prior reporting period.

ATTACHMENTS

Attachment A: Warrant Register for the period beginning July 15, 2023 and ending August 18, 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: 07/15/2023 - 08/18/2023

Vendor Number / Payable #	Vendor Name / Payable Type	Payable Description	Payment Date	Payment Amount	Number
Bank Code: AP Bank-AP Bank					
	SOUTHERN CALIFORNIA GAS COMPANY		07/17/2023	(6,454.19)	101631
	MATT SHAW CONCRETE INC		07/17/2023	(1,851.13)	101643
	STATESIDE SERVICES INC		07/17/2023	(195.00)	101649
	RINCON CONSULTANTS INC		07/17/2023	(2,404.92)	101675
	ANDREW & OLIVIA BUCK		07/17/2023	(0.93)	101683
	UNITED WAY OF SANTA BARBARA COUNTY		07/20/2023	(24.00)	101713
	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS		07/20/2023	150.00	101867
INV-942	Invoice	FY23-24 APPLICATION FOR BUDGET AWARD			
	CARB/PERP		07/20/2023	735.00	101868
P-055623-062823	Invoice	REGISTRATION FOR EMERGENCY GENERATOR			
	CLAIR MITCHELL		07/20/2023	45.00	101869
INV0004767	Invoice	REFUND DUMPSTER PERMIT #7278 (NOT REQUIRED)			
	ENCOMPASS CONSULTANT GROUP INC		07/20/2023	33,317.50	101870
04723	Invoice	JUN23 ENGINEERING FOR PAVEMENT MAINTENANCE PROJECT			
	LISA WILLIS		07/20/2023	395.00	101871
INV0004768	Invoice	PARTIAL REFUND FOR J. BRAINERD JR. LIFEGUARD CAMP			
	PERFORMANT MANUFACTURING LLC		07/20/2023	2,128.06	101872
1149	Invoice	DEPOSIT FOR SKATE BOARD PLAQUES-SKATE PARK			
	QUINN COMPANY		07/20/2023	383.08	101873
PC010434406	Invoice	LP TANK FOR UNIT 322			
	MISSIONSQUARE		07/26/2023	7,975.33	101874
INV0004779	Invoice	Deferred Compensation Contribution-Part Time Emp			
INV0004780	Invoice	MissionSquareEmployee Contributions			
INV0004781	Invoice	MISSIONSQUARE Employee Contributions			
	SEIU LOCAL 620		07/26/2023	256.90	101875
INV0004782	Invoice	Employee Union Dues Contribution			
	UNITED WAY OF SANTA BARBARA COUNTY		07/26/2023	24.00	101876
INV0004783	Invoice	Employee United Way Contribution			
	CATALINA CAMPUZANO		07/27/2023	100.00	101877
INV0004785	Invoice	VETS HALL REFUND OF CANCELLED EVENT DEP 09/09/23			
	DANIEL CORDERO		07/27/2023	300.00	101878
INV0004786	Invoice	VETS HALL REFUND OF EVENT DEPOSIT 06/24/23			
	GUARDIAN		07/27/2023	8,103.05	101879
JUL23 PREMIUMS	Invoice	JUL23 PREMIUMS			
	JOSE ESTRADA		07/27/2023	300.00	101880
INV0004788	Invoice	VETS HALL REFUND OF EVENT DEPOSIT 06/17/23			
	PATRICIA LUNA		07/27/2023	300.00	101881
INV0004787	Invoice	VETS HALL REFUND OF EVENT DEPOSIT 07/08/23			
	SANTA BARBARA METROPOLITAN TRANSIT DEPOT		07/27/2023	125.90	101882
INV0004769	Invoice	REFUND FOR AR OVERPAYMENT			
	TERESA ILASIN		07/27/2023	110.00	101883
INV0004770	Invoice	CJPIA HR ACADEMY TRAVEL REIMBURSEMENT			
	ULISES SEGURA		07/27/2023	300.00	101884
INV0004784	Invoice	VETS HALL REFUND OF EVENT DEPOSIT 07/01/23			
	UNITED WAY OF SANTA BARBARA COUNTY		07/27/2023	24.00	101885
INV0004651	Invoice	Employee United Way Contribution			
	ACCESS CONTROL SECURITY INC.		08/03/2023	565.13	101886
0053173	Invoice	SECURITY AT VETS HALL 7/1/23, 7/8/23			
	ANDREA ADAMS-MORDEN		08/03/2023	2,100.00	101887
2023	Invoice	RESTORATION SERVICES FOR CITY PARKS			
	CALIFORNIA BUILDING STANDARDS COMMISSION		08/03/2023	227.70	101888
INV0004792	Invoice	FEE REMITTANCE FY23 (Q4 APR-JUN 2023)			

	COUNTY OF SANTA BARBARA - PUBLIC WORKS		08/03/2023	232.86	101889
799	Invoice	JAN-JUN23 GENERAL IWRM PROGRAM OVERSIGHT			
	DCME INC.		08/03/2023	52,707.10	101890
1041	Invoice	MAY-JUN23 FIELD INSPECTIONS SANTA CLAUSE BIKE PATH			
1042	Invoice	MAY-JUN23 FIELD INSPECTIONS SKATE PARK			
	WEX BANK (76)		08/03/2023	455.09	101891
90938325	Invoice	JUL23 FUEL FOR CITY VEHICLES			
	WEX BANK (CHEVRON)		08/03/2023	757.45	101892
90575085	Invoice	JUL23 FUEL FOR CITY VEHICLES			
	AFLAC		08/10/2023	396.94	101893
491508	Invoice	JULY 2023 EMPLOYEE PREMIUMS			
	ANGELITA ELLER		08/10/2023	250.00	101894
15	Invoice	HULA CLASS PERFORMANCE 8/12/23			
	BOB TRAUTZ		08/10/2023	4,459.28	101895
5007	Invoice	JUL23 INSTALLATION OF SIGNS @ SKATE PARK			
	DEANNA CERDA		08/10/2023	101.28	101896
INV0004808	Invoice	RETIREMENT BOOKS-M. ROBERTS/S, GOGGIA			
	DEPARTMENT OF CONSERVATION		08/10/2023	794.50	101897
INV0004811	Invoice	FEE REMITTANCE FY23 (Q4 APR-JUNE 2023)			
	EXTRA SPACE STORAGE		08/10/2023	550.00	101898
AUG23 0905	Invoice	UNIT RENT 8/23/23-9/23/23			
	FIRST NATIONAL BANK OF OMAHA		08/10/2023	12,458.68	101899
JUL23 0983	Invoice	CREDIT CARD PAYMENT-OUM			
JUL23 3498	Invoice	CREDIT CARD PAYMENT-JT			
JUL23 3696	Invoice	CREDIT CARD PAYMENT-LM			
JUL23 4545	Invoice	CREDIT CARD PAYMENT-BB			
JUL23 6160	Invoice	CREDIT CARD PAYMENT-JI			
JUL23 8528	Invoice	CREDIT CARD PAYMENT-AW			
JUL23 8897	Invoice	CREDIT CARD PAYMENT- M. ROBERTS			
	ID WORKS LLC		08/10/2023	4,157.57	101900
EGH 36376	Invoice	PUBLIC WORKS UNIFORMS FY23-24			
	IMPULSE ADVANCE COMMUNICATIONS		08/10/2023	1,602.63	101901
107493	Invoice	SEPT23 PHONE SERVICES			
	INFOARMOR INC		08/10/2023	107.70	101902
6456Jul23	Invoice	JUL23 INDENTITY THEFT EMPLOYEE PREMIUMS			
6456Jun23	Invoice	JUN23 IDENTITY THEFT EMPLOYEE PREMIUMS			
	NATALIA ALARCON		08/10/2023	158.48	101903
INV0004809	Invoice	TRAVEL REIMBURSEMENT 2023 JPIA DIRECTOR MTG			
	QUADIENT FINANCE USA INC		08/10/2023	400.00	101904
JUL23 7900 0440 8110 0954	Invoice	POSTAGE FOR CITY HALL JULY 2023			
	SO CAL GAS		08/10/2023	1,016.84	101905
AUG23 006 514 2700 7	Invoice	NATURAL GAS 5305 CARPINTERIA AVE APT B (POOL)			
AUG23 014 914 3239 7	Invoice	NATURAL GAS 5103 CARPINTERIA AVE (FRIENDS OF LIBRA			
AUG23 016 913 9500 6	Invoice	NATURAL GAS 5775 CARPINTERIA AVE (CITY HALL)			
AUG23 140 914 3084 4	Invoice	NATURAL GAS 941 WALNUT AVE (VETS HALL)			
	UNITED PET CARE		08/10/2023	51.50	101906
30022694	Invoice	JUL23 PET INSURANCE PREMIUMS			
	YASHICA DIAZ		08/10/2023	(300.00)	101907
	YASHICA DIAZ		08/10/2023	300.00	101907
INV0004810	Invoice	VETS HALL REFUND OF EVENT DEPOSIT 7/22/23			
	MISSIONSQUARE		08/10/2023	8,137.95	101908
INV0004814	Invoice	Deferred Compensation Contribution-Part Time Emp			
INV0004815	Invoice	MissionSquareEmployee Contributions			
INV0004816	Invoice	MISSIONSQUARE Employee Contributions			
	SEIU LOCAL 620		08/10/2023	261.12	101909
INV0004817	Invoice	Employee Union Dues Contribution			
	UNITED WAY OF SANTA BARBARA COUNTY		08/10/2023	24.00	101910
INV0004818	Invoice	Employee United Way Contribution			
	TRANSAMERICA EMPLOYEE BENEFITS		08/10/2023	1,270.66	101911
2505036931	Invoice	JUN23 EMPLOYEE PREMIUMS			
2505064037	Invoice	JUL23 EMPLOYEE PREMIUMS			

	ADVANTAGE TELECOM		08/17/2023	89.04	101912
147862	Invoice	AUG23 EMERGENCY PHONE LINE SERVICES			
	AMAZON CAPITAL SERVICES INC		08/17/2023	353.01	101913
13X3-6MPN-L91W	Credit Memo	BOOKS FOR LIBRARY RETURNED			
16FR-F39M-F6RH	Invoice	ZIP BOOKS-S. GUTIERREZ			
16HR-WM31-6K6V	Invoice	ADAPTER CABLE FOR COUNCIL PROJECTOR			
1DKQ-6LLQ-H3N7	Invoice	SUPPLIES FOR SRP END OF PROGRAM PARTY-LIBRARY			
1KXG-CMKL-FG96	Credit Memo	ZIP BOOKS-S. GUTIERREZ RETURNED			
1LWG-T4RL-7NJN	Invoice	TABLECLOTH FOR SKATE PARK UNVIEL			
1MPJ-X34Y-9GNJ	Invoice	ZIP BOOKS-P. MILLER			
1NN4-VVLD-73PD	Invoice	SOFTBALLS FOR VIOLA PARK			
1R7J-KP93-KF9K	Invoice	BOOKS FOR LIBRARY			
1RX1-7FCW-CYV7	Invoice	ADDRESS LABELS			
	AT&T MOBILITY		08/17/2023	420.80	101914
287303896883X08102023	Invoice	CITY HALL MONTHLY CELL PHONE BILL-JULY 2023			
	BIG GREEN CLEANING COMPANY		08/17/2023	13,833.00	101915
629527	Invoice	AUG23 BIG GREEN CLEANING FY23-24			
629528	Invoice	AUG23 BIG GREEN CLEANING FY23-24			
629564	Invoice	AUG23 BIG GREEN CLEANING FY23-24			
629565	Invoice	AUG 23 BIG GREEN CLEANING FY23-24			
629569	Invoice	AUG23 BIG GREEN CLEANING FY23-24			
	BLACK GOLD COOPERATIVE LIBRARY SYSTEM		08/17/2023	965.98	101916
23-406	Invoice	FY22/23 Q4 REIMBURSABLE BILLING			
	BROWNSTEIN HYATT FARBER SCHRECK		08/17/2023	72,483.83	101917
947438	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 6/30/23			
947439	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 6/30/23			
947440	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 6/30/23			
	CALTRANS		08/17/2023	334,481.84	101918
23007397	Invoice	CITY'S PORTION-FREEWAY AGREEMENT DAMAGE			
	CARPINTERIA VALLEY LUMBER CO		08/17/2023	245.89	101919
514523	Invoice	PAINT FOR GRAFFITI AT AMTRAK BIKE RACK			
514627	Invoice	EPOXY FOR LIBRARY CART WHEELS			
514844	Invoice	SUPPLIES FOR BEACH TRI - EVENT			
	COAST AUTO PARTS INC		08/17/2023	67.55	101920
768269	Invoice	PARTS FOR UNIT 321, WINDSHIELD WASH			
	COASTAL VIEW NEWS		08/17/2023	272.00	101921
60214	Invoice	BIKE SAFETY AD 8/3/23			
	COX BUSINESS		08/17/2023	135.99	101922
AUG23 001 3011 028450702	Invoice	AUG23 VETS HALL INTERNET SERVICES			
	CXT INCORPORATED		08/17/2023	64,511.52	101923
90063499	Invoice	COMPLETE RESTROOM BUILDING FOR SKATE PARK			
	DEMCO INC		08/17/2023	849.68	101924
7325948	Invoice	CHARGING TABLE, BOOK LABELS, COVERS			
7336410	Invoice	THERMAL PAPER, RIBBON FOR PRINTER			
C35411	Credit Memo	BIBLIOTHECA TAGS RETURNED			
	EASY LIFT TRANSPORTATION		08/17/2023	1,000.00	101925
7399	Invoice	AUG23 EASY LIFT FY23-24			
	ELITE GENERAL ENGINEERING		08/17/2023	18,375.50	101926
23045	Invoice	CARPINTERIA AVENUE AC DIGOUTS 6/22-6/26/23			
	FEDEX		08/17/2023	15.73	101927
8-213-34778	Invoice	FREIGHT TO RETURN LOST LAPTOP			
	FRONTIER COMMUNICATIONS		08/17/2023	365.23	101928
AUG23 805-566-1944-032923-5	Invoice	AUG23 PHONE & INTERNET-BEACH STORE			
AUG23 805-684-4314-063022-5	Invoice	AUG23 PHONE & INTERNET SERVICES FOR LIBRARY			
AUG23 805-684-7613-042205-5	Invoice	AUG23 PHONE & INTERNET FOR LG TOWER & BOATHOUSE			
	GILBERT PUNSALAN		08/17/2023	186.74	101929
INV0004819	Invoice	PETTY CASH REPLINISHMENT 8/17/23			
	GRACENOTE		08/17/2023	73.45	101930
150000257	Invoice	JUL23 LISTING DISTRIBUTION SERVICES-GATV			
	HDL SOFTWARE LLC		08/17/2023	450.84	101931
SIN029815	Invoice	JUN23 NEW BL/STR PROCESSED			
	HOME DEPOT CREDIT SERVICES		08/17/2023	492.43	101932

9611578	Invoice	TOOLS, CUTTING BLADES, TIE DOWN STRAPS			
	LASH CONSTRUCTION INC		08/17/2023	333,089.95	101933
11685	Invoice	JUN23 CONSTRUCTION FOR SKATE PARK			
	MCCORMIX CORP		08/17/2023	317.45	101934
8777	Invoice	FUEL FOR CITY VEHICLES			
	MISSION UNIFORM SERVICE		08/17/2023	243.53	101935
519759771	Invoice	MAT REPLACEMENT AT POOL 7/31/23			
519759772	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 7/31/23			
519759773	Invoice	MAT REPLACEMENT AT LIBRARY 7/31/23			
519759774	Invoice	TOWEL & MAT REPLACEMENT-CITY HALL 7/31/23			
	MRS ENVIRONMENTAL INC		08/17/2023	33,175.00	101936
600-2023-07	Invoice	JUL23 OIL & GAS ON CALL ENVIRONMENTAL SERVICES			
	POLICORE INC.		08/17/2023	4,630.58	101937
403163	Invoice	IT SERVICES/EQUIPMENT-CITY HALL JULY 2023			
	ROCKWELL PRINTING		08/17/2023	79.31	101938
42512	Invoice	AUGUST 23 BUSINESS CARDS			
	SANTA BARBARA COUNTY SHERIFFS DEPT		08/17/2023	452,600.00	101939
1889	Invoice	AUG23 CONTRACTED LAW ENFORCEMENT SERVICES			
	SANTA BARBARA PEST CONTROL		08/17/2023	95.00	101940
161813	Invoice	JUL23 PEST CONTROL AT POOL			
	SHOWSCAPES		08/17/2023	18,500.00	101941
388333372	Invoice	AUG23 SHOW SCAPES MAINTENANCE FY23-24			
	SIGNARAMA VENTURA		08/17/2023	471.76	101942
INV0004840	Invoice	PROJECT PL-17-1874 CLOSE OUT			
	SITEONE LANDSCAPE SUPPLY (ALL AROUND)		08/17/2023	44.18	101943
132642556-001	Invoice	GARDEN VALVE, HOSE SWIVEL FOR PARKS			
133375244-001	Invoice	PVC MATERIAL FOR L.G. TOWER REPAIR			
	SMARDAN HATCHER COMPANY		08/17/2023	1,157.69	101944
S3989875.001	Invoice	TWO SLOAN TOILET VALVES FOR CITY HALL BATHROOM			
	SO CA EDISON		08/17/2023	15.78	101945
JUL23 700474689651	Invoice	JUL23 ELECTRICITY-4683 9TH ST			
	ST JOSEPH CATHOLIC CHURCH		08/17/2023	500.00	101946
INV0004820	Invoice	CLEANING DEPOSIT REFUND			
	STUDENT TRANSPORTATION OF AMERICA		08/17/2023	785.00	101947
70220174	Invoice	TRANSPORTATION FOR J.G. TO EAST BEACH 7/14/23			
	THE FLAG FACTORY		08/17/2023	403.52	101948
31313	Invoice	2 US FLAGS, 1 CALIFORNIA FLAG			
	THE WHARF		08/17/2023	288.08	101949
94782	Invoice	SAFETY BOOTS, SHIRTS, SOX-L. ZAMORA			
	TRACSERVICES		08/17/2023	331.56	101950
INV0004839	Invoice	PROJECT PL-21-2109 CLOSE OUT			
	TRI-CO REPROGRAPHICS		08/17/2023	59.22	101951
183949	Invoice	SCANNING, DEBIND REBIND, FILE RENAME 8/4/23			
183950	Invoice	SCANNING, DEBIND REBIND, FILE RENAME 8/4/23			
183951	Invoice	SCANNING, STAPLE, FILE RENAME 8/4/23			
184173	Invoice	SCANNING, DEBIND REBIND, FILE RENAME 8/9/23			
	UNIQUE MANAGEMENT SERVICES INC		08/17/2023	65.00	101952
6115678	Invoice	JUL23 NEW PLACEMENTS			
	UNITED PET CARE		08/17/2023	51.50	101953
30023294	Invoice	AUG23 PET INSURANCE PREMIUMS			
	VILLAGE POOL SUPPLY		08/17/2023	839.99	101954
46360	Invoice	TEST STRIPS FOR POOL 7/19/23			
46370	Invoice	ACID FOR POOL 7/20/23			
46498	Invoice	ACID FOR POOL 8/3/23			
	VOGUE SIGN COMPANY		08/17/2023	359.60	101955
INV0004838	Invoice	PROJECT PL-18-1937 CLOSE OUT			
	WEST TREND		08/17/2023	2,274.60	101956
21615	Invoice	BEACH STORE INVENTORY			
	WSP USA ENVIRONMENT & INFRASTRUCTURE INC.		08/17/2023	2,636.70	101957
S79100123	Invoice	DUNE & SHORELINE PROJECT SERVICES THROUGH 6/30/23			

	ZWORLD GIS		08/17/2023	2,977.00	101958
2023-0338	Invoice	JUL23 MAPPING/GIS SERVICES			
	AMAZON CAPITAL SERVICES INC		07/20/2023	4,121.43	APA002056
113N-WKP3-PHG3	Invoice	ZIP BOOKS-A. ROBERTSON			
11N7-NFNG-6QYF	Invoice	ZIP BOOKS-M. BOERSEMA			
11NK-43VF-3LYG	Invoice	BOOKS FOR LIBRARY			
13H3-X6CG-JJDC	Invoice	ROTATING BOOKSHELF FOR LIBRARY			
13H6-XYT7-NT1D	Invoice	ZIP BOOKS-G. CARDENAS			
13TV-KPKL-GNJX	Invoice	2 SELF INKING SCANNED STAMPS			
16HY-TT4P-VNGR	Invoice	ZIP BOOKS-M. PERRY			
16XD-WNDW-7P4P	Invoice	ZIP BOOKS-C. POSTMA			
17HX-XY7M-XMQH	Invoice	BOOKS FOR LIBRARY			
17TD-19PM-WJJM	Invoice	BOOKS FOR LIBRARY			
1CPH-Q3TR-33KX	Invoice	BOOKS FOR LIBRARY			
1D4G-PRTC-3X7V	Credit Memo	BOOKS FOR LIBRARY-RETURNED			
1FPN-GFL9-9QTK	Invoice	SUPPLIES FOR LIBRARY			
1G93-WKXD-YKXG	Invoice	ZIP BOOKS-S. LUCICH			
1GP1-PP1W-QRDL	Credit Memo	BOOKS FOR LIBRARY-RETURNED			
1HWL-K73M-4PHQ	Credit Memo	BOOKS FOR LIBRARY RETURNED			
1J6V-FWLN-6JXM	Invoice	BOOKS FOR LIBRARY			
1JLF-XYWJ-4JFQ	Credit Memo	BOOKS FOR LIBRARY-RETURNED			
1JWY-LKKQ-NXRP	Invoice	ZIP BOOKS-M. PERRY			
1JXN-7TDP-P3VL	Invoice	ZIP BOOKS-S. KELSEY			
1KDW-7PHX-NQCT	Invoice	ZIP BOOKS-A. DEVAN			
1KRD-317N-3W3M	Invoice	ZIP BOOKS-A. FREEMAN			
1KRD-317N-6GDH	Invoice	BOOKS FOR LIBRARY			
1KVD-KQWD-WJ3F	Invoice	BOOKS FOR LIBRARY			
1L7M-DY6T-F1JG	Invoice	BOOKS FOR LIBRARY			
1MF3-6NJN-KJMM	Invoice	BOOKS FOR LIBRARY			
1MFR-T1RX-PW4K	Invoice	BOOKS FOR LIBRARY			
1MFR-T1RX-Q1VR	Invoice	ZIP BOOKS-M. GARCIA			
1N9X-WXKY-479M	Invoice	ZIP BOOKS-K. STOKES			
1NCX-TT9K-DXNV	Invoice	VOYAGE OF THE CORMORANT LIBRARY PROGRAM SUPPLIES			
1PGJ-H6MV-7K46	Invoice	ZIP BOOKS-R. LESSER			
1PVY-YJHP-K9VT	Invoice	BOOKS FOR LIBRARY			
1Q1D-39CG-YX4T	Invoice	VERTICAL LIFT DESK FOR M. OLIVAS			
1RL3-MYJY-KP71	Invoice	BOOKS FOR LIBRARY			
1RXG-HHQ1-3RCY	Invoice	SUPPLIES FOR 1 YEAR LIBRARY CELEBRATION			
1V4R-XTRD-NY77	Invoice	CRAFT MATERIAL FOR LIBRARY			
1V6R-PYY1-KWVC	Invoice	BOOKS FOR LIBRARY			
1VC4-JW19-PG7K	Invoice	BOOKS FOR LIBRARY			
1VMP-6DL1-9LQ9	Invoice	ANTI FITIGUE FLOOR MAT FOR LIBRARY			
1VNG-NKJD-W7JN	Invoice	SUPPLIES FOR LIBRARY			
1W9P-9KJD-DGLV	Credit Memo	OTTER BOX FOR IPHONES RETURNED			
	AMY BLAKEMORE		07/20/2023	25.00	APA002057
ARB Q2 2023	Invoice	ARCHITECTURAL REVIEW BOARD APR-JUN 2023			
	BENNER AND CARPENTER INC		07/20/2023	1,060.00	APA002058
15321	Invoice	SURVEYING SERVICES THROUGH 5/31/2023			
	BRAD STEIN		07/20/2023	25.00	APA002059
ARB Q2 2023	Invoice	ARCHITECTURAL REVIEW BOARD APR-JUN 2023			
	BROWNSTEIN HYATT FARBER SCHRECK		07/20/2023	52,415.00	APA002060
942509	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 5/31/2023			
942658	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 5/31/2023			
942669	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 5/31/2023			
942670	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 5/31/2023			
942675	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 5/31/2023			
	CA DEPT OF JUSTICE		07/20/2023	32.00	APA002061
667249	Invoice	JUN23 FINGERPRINT APPLICATIONS			
	CARPINTERIA VALLEY LUMBER CO		07/20/2023	543.79	APA002062
511662	Invoice	INSECT SPRAY, HARDWARE FOR POOL			
511998	Invoice	MATERIAL FOR BEACH PLATFORM			
512017	Invoice	HARDWARE FOR BEACH PLATFORMS			
512018	Invoice	HARDWARE FOR BEACH PLATFORMS			
512068	Invoice	HARDWARE FOR BEACH			
512299	Invoice	HARDWARE FOR MEMORIAL PARK PLAYGROUND			
512316	Invoice	HARDWARE FOR MEMORIAL PARK PLAYGROUND			
512558	Invoice	SUPPLIES FOR BEACH AQUATICS			
	COAST AUTO PARTS INC		07/20/2023	5.76	APA002063
766752	Invoice	BATTERY CABLE TERMINAL FOR UNIT B-2			
	COASTAL VIEW NEWS		07/20/2023	272.00	APA002064

60071	Invoice	HOST AD 6/29/23			
	COUNTY SANITATION COMPANY INC STEWARTS & SELZER PLUMBING		07/20/2023	410.00	APA002065
62363	Invoice	CLEAR MAINLINE AT VETS HALL 6/30/23			
	DAVID ALLEN		07/20/2023	60.00	APA002066
PC Q2 2023	Invoice	PLANNING COMMISSION MEETINGS APR-JUN 2023			
	DEMCO INC		07/20/2023	1,770.43	APA002067
7328709	Invoice	LIBRARY BOOK SUPPLIES			
	DOCUPRODUCTS		07/20/2023	157.53	APA002068
263870	Invoice	CANON DX4751I/C5760II COPIER METER CHARGS Q2 23			
	EMPATHIA PACIFIC INC		07/20/2023	600.00	APA002069
119316	Invoice	JULY23-SEPT23 EAP SERVICES			
	FRONTIER COMMUNICATIONS		07/20/2023	365.23	APA002070
JUL23 805-566-1944-032923-5	Invoice	JUL23 PHONE & INTERNET-BEACH STORE			
JUL23 805-684-4314-063022-5	Invoice	JUL23 PHONE & INTERNET SERVICES FOR LIBRARY			
JUL23 805-684-7613-042205-5	Invoice	JUL23 PHONE & INTERNET FOR LG TOWER & BOATHOUSE			
	GLENN D LA FEVERS		07/20/2023	120.00	APA002071
PC Q2 2023	Invoice	PLANNING COMMISSION MEETINGS APR-JUN 2023			
	HINDERLITER DE LLAMAS		07/20/2023	300.00	APA002072
SIN026904	Invoice	CONTRACT & AUDIT SERVICES-TRANSACTION TAX Q3 2022			
	HOME DEPOT CREDIT SERVICES		07/20/2023	1,537.53	APA002073
2623540	Invoice	TOOLS FOR PLATFORM WORK			
5901421	Invoice	PRESSURE WASHER FOR GRAFFITI			
6622504	Invoice	2 NEW DRILLS FOR SIGN WORK/ELECTRICAL METER			
	JANE L BENEFIELD		07/20/2023	120.00	APA002074
PC Q2 2023	Invoice	PLANNING COMMISSION MEETINGS APR-JUN 2023			
	JOHN MOYER		07/20/2023	120.00	APA002075
PC Q2 2023	Invoice	PLANNING COMMISSION MEETINGS APR-JUN 2023			
	KANOPY		07/20/2023	59.00	APA002076
356502 - PPU	Invoice	JUN23 LIBRARY VIDEOS			
	KATHERINE SALANT		07/20/2023	120.00	APA002077
PC Q2 2023	Invoice	PLANNING COMMISSION MEETINGS APR-JUN 2023			
	LASH CONSTRUCTION INC		07/20/2023	298,982.10	APA002078
11670	Invoice	MAY23 CONSTRUCTION FOR SKATE PARK			
	LIN CONSULTING INC.		07/20/2023	11,407.56	APA002079
15150	Invoice	JUN23 ENGINEERING CARP & PALM AVE INTERSECTION			
	MISSION UNIFORM SERVICE		07/20/2023	103.78	APA002080
519587552	Invoice	TOWEL & MAT REPLACEMENT-CITY HALL 7/3/23			
519627255	Invoice	TOWEL & MAT REPLACEMENT-CITY HALL 7/10/23			
	NGU DRONE PHOTOGRAPHY LLC		07/20/2023	985.00	APA002081
1010	Invoice	6/30/23 DRONE VIDEO SERVICES			
	PATRICK O'CONNOR		07/20/2023	50.00	APA002082
ARB Q2 2023	Invoice	ARCHITECTURAL REVIEW BOARD MEETINGS APR-JUN 2023			
	PLANNING & DEVELOPMENT-COUNTY OF SANTA BARBARA		07/20/2023	446.40	APA002083
INV0004766	Invoice	JUN23 COUNTY PLANNING CHECKS FOR RINCON MULTI USE			
	RICHARD A LITTLE		07/20/2023	50.00	APA002084
ARB Q2 2023	Invoice	ARCHITECTURAL REVIEW BOARD MEETINGS APR-JUN 2023			
	RICHARD E JOHNSON		07/20/2023	75.00	APA002085
ARB Q2 2023	Invoice	ARCHITECTURAL REVIEW BOARD MEETINGS APR-JUN 2023			
	RISDON'S 76 SERVICE		07/20/2023	140.00	APA002086
1405	Invoice	CAR WASH FOR F550 FLATBED 6/29/23			
7339	Invoice	CAR WASH FOR FUSION 6/20/23			
9186	Invoice	CAR WASH FOR CODE COMPLIANCE-HM 6/24/23			
9646	Invoice	CAR WASH FOR CODE COMPLIANCE-HM 6/25/23			
	ROADLINE PRODUCTS INC USA		07/20/2023	3,363.00	APA002087
18678	Invoice	8 - 12X36 PEDESTRIAN CROSSING SIGN			
	ROCKWELL PRINTING		07/20/2023	286.98	APA002088
42450	Invoice	JULY23 BUSINESS CARDS			
	ROY HARTHORN		07/20/2023	4,243.08	APA002089
1526	Invoice	JUN23 PLAN CHECK SERVICES			

513416	Invoice	HARDWARE FOR POOL MAINTENANCE REPAIR			
	Vendor Name		**Payment Date**	**Payment Amount**	**Number**
Payable #	**Payable Type**	**Payable Description**			
513567	Invoice	WOOD FOR EL CARRO PARK REPAIR			
	COASTAL VIEW NEWS		07/27/2023	662.00	APA002110
60112	Invoice	ABOP ADVERTISING 07/06/23			
60154	Invoice	ADOPTED ORDINANCE ADVERTISING 07/13/23			
60155	Invoice	ANNUAL FIRE DIF REPORT ADVERTISING 07/13/23			
	DEWBERRY ENGINEERS INC.		07/27/2023	36,986.06	APA002111
2308325	Invoice	MAY23-JUN23 SERVICES FOR CARP AVE BRIDGE PROJECT			
	EASY LIFT TRANSPORTATION		07/27/2023	1,000.00	APA002112
7391	Invoice	JUL23 COMMUNITY TRANSPORTATION SERVICES			
	FLOWERS & ASSOCIATES INC		07/27/2023	995.00	APA002113
23-2789	Invoice	JUN23 ENGINEERING SERVICES FOR PALM X CARP AVE			
	GRAINGER		07/27/2023	174.70	APA002114
9764809084	Invoice	BLANK PLUGS FOR VIOLA PARK			
9764952538	Invoice	DOOR CLOSER FOR VIOLA PARK			
	JAYNE DIAZ		07/27/2023	691.61	APA002115
INV0004771	Invoice	AUG23 MEDICAL REIMBURSEMENT			
	LARRY DRIGGERS		07/27/2023	691.61	APA002116
INV0004772	Invoice	AUG23 MEDICAL REIMBURSEMENT			
	LARRY NIMMER		07/27/2023	715.00	APA002117
71723	Invoice	JULY 4TH 2023 & 2023 ROD & ROSES VIDEO MONTAGE			
	LAWSON PRODUCTS INC		07/27/2023	498.86	APA002118
9310741464	Invoice	CABLE TIES, TOOLS, HEX NUTS FOR PUBLIC WORKS STOCK			
	MARBORG INDUSTRIES		07/27/2023	979.20	APA002119
5877953	Invoice	JUL23 RENT PORTABLE RESTROOMS & PARKING LOT 1			
	MARY ANN COLSON		07/27/2023	691.61	APA002120
INV0004773	Invoice	AUG23 MEDICAL REIMBURSEMENT			
	MCCORMIX CORP		07/27/2023	223.33	APA002121
7804	Invoice	FUEL FOR CITY VEHICLES			
	MISSION UNIFORM SERVICE		07/27/2023	160.07	APA002122
519587539	Invoice	MAT REPLACEMENT AT LIBRARY 07/03/23			
519587551	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 07/03/23			
	OPTONY INC.		07/27/2023	1,356.00	APA002123
232-610	Invoice	MAY23-JUN23 DESIGN SERVICES FOR CITY SOLAR PROJECT			
	PACIFIC MATERIALS LABORATORY		07/27/2023	11,370.00	APA002124
147674149359	Invoice	MATERIAL INSPECTION TESTING FOR SKATEPARK			
	PACIFIC PLUMBING SPECIALITIES		07/27/2023	735.91	APA002125
9842-0	Invoice	FAUCET REPLACEMENT AT CITY POOL			
	PRIESTMAN ELECTRIC		07/27/2023	550.00	APA002126
10105	Invoice	ELETRIC WORK FOR BLUFFS II TRAIL			
	ROADLINE PRODUCTS INC USA		07/27/2023	2,192.35	APA002127
18581	Invoice	SIGN CONTROLLER AND AMBER LIGHT			
	RRM DESIGN GROUP		07/27/2023	12,294.04	APA002128
2277-02-0623	Invoice	MAY23 DOWNTOWN DESIGN OVERLAY FOR ADU PROTOTYPES			
2911-01-0623	Invoice	JUN23 DESIGN SERVICES FOR FRANKLIN CREEK TRAIL IMP			
	SANTA BARBARA COUNTY SHERIFFS DEPT		07/27/2023	452,600.00	APA002129
1874	Invoice	JUL23 CONTRACTED LAW ENFORCEMENT SERVICES			
	SHOWSCAPES		07/27/2023	18,500.00	APA002130
388333130	Invoice	JUL23 SHOW SCAPES MAINTENANCE FY23-24			
	SITEONE LANDSCAPE SUPPLY (ALL AROUND)		07/27/2023	8.20	APA002131
131864832-001	Invoice	PVC PIPES FOR DOWNTOWN BANNERS			
	TREESCAPES		07/27/2023	8,190.00	APA002132
388332983	Invoice	TREE SERVICES AT MEMORIAL PARK 06/22/23			
388333253	Invoice	EL CARRO PARK TREE MAINTENANCE 07/12/23			
	TRI-CO REPROGRAPHICS		07/27/2023	180.60	APA002133
182573	Invoice	24X36 PRINT WITH STAPLES 07/12/23			
182641	Invoice	COLOR SCANNING, PDF EXTRACT, FILE RENAME 07/13/23			
182819	Invoice	COLOR SCANNING, PDF EXTRACT, FILE RENAME 07/17/23			

	SITEONE LANDSCAPE SUPPLY (ALL AROUND)		07/20/2023	117.65	APA002090
132148394-001	Invoice	BOW RAKE, ROUND SHOVEL FOR BEACHES			
	SO CA EDISON		07/20/2023	9,430.47	APA002091
JUN23 700405192484	Invoice	JUN23 ELECTRICITY-MULTIPLE LOCATIONS			
JUN23A 700474689651	Invoice	JUN23 ELECTRICITY-4683 9TH ST			
	STAPLES ADVANTAGE		07/20/2023	180.74	APA002092
3541304078	Invoice	FILE FOLDERS & STORAGE BOXES FOR CITY HALL			
3541537255	Invoice	OFFICE SUPPLIES FOR CITY HALL			
3541537257	Invoice	PICTURE HANGERS FOR CITY HALL			
	TKM ENGINEERING		07/20/2023	682.50	APA002093
1204	Invoice	JUN23 STAFF AUGMENTATION SERVICES			
1208	Invoice	JUN23 STAFF AUGMENTATION SERVICES			
	TRI-CO REPROGRAPHICS		07/20/2023	45.45	APA002094
182421	Invoice	SCANNING SMALL FORMAT, DEBIND, REBIND 7/11/23			
182422	Invoice	SCANNING SMALL FORMAT, DEBIND, REBIND 7/11/23			
182423	Invoice	SCANNING SMALL FORMAT, DEBIND, REBIND 7/11/23			
182424	Invoice	SCANNING SMALL FORMAT, DEBIND, REBIND 7/11/23			
182506	Invoice	SCANNING SMALL FORMAT, PDF EXTRACT 7/12/23			
182605	Invoice	SCANNING SMALL FORMAT, FILE RENAME 7/13/23			
182607	Invoice	SCANNING SMALL FORMAT, FILE RENAME 7/13/23			
182608	Invoice	SCANNING SMALL FORMAT, FILE RENAME 7/13/23			
	UNIQUE MANAGEMENT SERVICES INC		07/20/2023	126.40	APA002095
6113512	Invoice	MAY23 NEW PLACEMENTS			
6114577	Invoice	JUN23 NEW PLACEMENTS			
	VITAL RECORDS CONTROL		07/20/2023	33.15	APA002096
3610070SBP1	Invoice	JUN23 CONTRACTED SHREDDING SERVICES			
	WAXIE SANITARY SUPPLY		07/20/2023	1,822.07	APA002097
81760963	Invoice	DOG WASTE BAGS 6/6/23			
81815477	Invoice	BATH TISSUE, CLEANER 6/30/23			
	WEST COAST ARBORISTS INC		07/20/2023	1,288.00	APA002098
1-9142	Invoice	ARBORIST SERVICE VARIOUS LOCATIONS 5/25-5/26/23			
	ACCESS CONTROL SECURITY INC.		07/27/2023	474.21	APA002099
0052753	Invoice	SECURITY AT VETS HALL 06/17/23, 06/24/23			
	AG ENT INC		07/27/2023	2,910.86	APA002100
23742	Invoice	BACKFLOW TESTING AT PUBLIC RESTROOMS 06/26/23			
23743	Invoice	BACKFLOW TESTING AT PUBLIC RESTROOMS 06/29/23			
	AMAZON CAPITAL SERVICES INC		07/27/2023	142.97	APA002101
1MTK-K94Y-RVP7	Invoice	LIQUID IV FOR PW MAINTENANCE EMPLOYEES			
1TTK-1LRQ-V9HL	Invoice	BINGO CARDS FOR LIBRARY PROGRAMS			
1WNG-VPYD-NCWK	Credit Memo	CREDIT FOR BOOK RETURN			
	AMERICAN FOOD CORP		07/27/2023	110.90	APA002102
892317404	Invoice	ICE CREAM FOR RESALE AT POOL			
	ASCAP		07/27/2023	435.00	APA002103
500605513 FY24	Invoice	FY23-24 LICENSE FEE			
	BIG GREEN CLEANING COMPANY		07/27/2023	14,318.00	APA002104
627638	Invoice	JUL23 BIG GREEN CLEANING FY23-24			
627639	Invoice	JUL23 BIG GREEN CLEANING FY23-24			
627673	Invoice	JUL23 BIG GREEN CLEANING FY23-24			
627674	Invoice	JUL23 BIG GREEN CLEANING FY23-24			
627678	Invoice	JUL23 BIG GREEN CLEANING FY23-24			
628698	Invoice	CREEK PARK HOMELESS ENCAMPMENT CLEAN UP 06/28/23			
	BMI MUSIC PERFORMANCE AGREEMENT		07/27/2023	421.00	APA002105
48970952	Invoice	MUSIC PERFORMANCE AGREEMENT FEES FY23-24			
	CAL-COAST MACHINERY INC		07/27/2023	42.29	APA002106
838294	Invoice	VEHICLE STARTER SERVICES FOR BEACH TRACTOR			
	CALIFORNIA GREEN BUSINESS NETWORK		07/27/2023	829.15	APA002107
1723	Invoice	FY24 GREEN BUSINESS PROGRAM CONTRIBUTIONS			
	CANNON		07/27/2023	7,396.25	APA002108
85050	Invoice	PROJECT MANAGEMENT THROUGH 06/30/23-0470 ABANDONME			
85124	Invoice	PROJECT MANAGEMENT THROUGH 06/30/23-700 LINDEN AVE			
	CARPINTERIA VALLEY LUMBER CO		07/27/2023	130.47	APA002109
512300	Invoice	HARDWARE FOR VETS BUILDING REPAIR			
512466	Invoice	CAUTION TAPE FOR JG REGIONALS			
512902	Invoice	PLUGS FOR BEACH REPAIR			

182820	Invoice	COLOR SCANNING SMALL FORMAT, PDF EXTRACT 07/17/23			
182821	Invoice	COLOR SCANNING, PDF EXTRACT, FILE RENAME 07/17/23			
	WEST COAST ARBORISTS INC		07/27/2023	14,525.00	APA002134
201925	Invoice	FY23 TREE MAINTENANCE 06/16/23-06/30/23			
	WESTERN EXTERMINATOR COMPANY		07/27/2023	73.25	APA002135
48730254	Invoice	JUL23 PEST CONTROL AT VETS HALL 7/10/23			
	ALOE UP		08/03/2023	739.18	APA002136
243332	Invoice	SUN SCREEN SUPPLIES FOR POOL RESALE			
	AMAZON CAPITAL SERVICES INC		08/03/2023	1,508.55	APA002137
111C-RVXV-97GF	Invoice	HYDRATION POWDER PACKETS FOR PW CREW			
1171-F6LD-64FJ	Invoice	ZIP BOOKS-L. FRIEDMAN			
11KF-K9YC-1C6P	Invoice	ZIP BOOKS-C. LOGAN			
1699-LCMP-DD7T	Invoice	COSTUMES FOR LIBRARY			
16W6-MGKY-CCKM	Invoice	BOOKS FOR LIBRARY			
19WF-NFT7-4LTX	Invoice	ZIP BOOKS-R. BOLDROFF			
1DWW-M6FR-NQ7Y	Invoice	ZIP BOOKS-D. JAYNES			
1FDF-GP3Y-C3ML	Invoice	BOOKS FOR LIBRARY			
1FF3-7791-F4TP	Invoice	D RING BINDERS, MAGNIFYING LENS FOR TODDLERS			
1GJF-R67N-YHM7	Credit Memo	ZIP BOOKS-J. FRIEDMAN (NEVER ARRIVED)			
1GKL-L4RP-TG7D	Invoice	ZIP BOOKS-S. WEST			
1HXT-P47M-DNM6	Credit Memo	D RING BINDERS, MAGNIFYING LENS FOR TODDLERS			
1KPW-3NCJ-V1QH	Invoice	BOOKS FOR LIBRARY			
1L9L-XMJJ-69VK	Invoice	ZIP BOOKS-J. ARQUILEVICH			
1MTK-K94Y-6FVN	Credit Memo	BOOKS FOR LIBRARY RETURNED			
1MTK-K94Y-VGW3	Invoice	FOIL TAPE, SPRAY BOTTLE			
1N19-VQTV-VGHG	Invoice	BATTERIES, MEGAPHONE FOR LIBRARY			
1N91-1YRH-G6QQ	Invoice	ZIP BOOKS-G. FURUTA			
1N91-1YRH-GN7F	Invoice	ZIP BOOKS-B. YOUNG			
1NM6-F6WK-VN3L	Invoice	ANTI FATIGUE MATS OLIVAS/ROBINSON			
1NVM-JVDH-61TJ	Invoice	ZIP BOOKS-D. THOMAS			
1PXQ-7CFL-LN36	Invoice	REGAL RAPID SET SHUTTER BINGO CARDS FOR LIBRARY			
1Q6Q-1CXW-F19C	Invoice	ZIP BOOKS-L. WAGNER			
1QXV-7YD7-9YTL	Invoice	D RING BINDERS, MAGNIFYING LENS FOR TODDLERS			
1TN7-HYP7-DG1J	Invoice	BOOKS FOR LIBRARY			
1VJ3-6XXJ-WDGW	Credit Memo	ZIP BOOKS-M. GARCIA RETURNED			
1VNJ-MPND-MFKG	Invoice	USB HUBS FOR MACBOOKS			
1VVC-36LT-74R6	Invoice	BOOKS FOR LIBRARY			
1YK3-3WDY-V7XQ	Invoice	BOOKS FOR LIBRARY			
1YKX-Y731-C9QQ	Invoice	BOOKS FOR LIBRARY			
	AMERICAN SILKSCREEN INC		08/03/2023	571.49	APA002138
26981	Invoice	ART CHARGES FOR TRITONS/POOL			
	A-OK POWER EQUIPMENT		08/03/2023	183.67	APA002139
729047	Invoice	MIXED FUEL & LINES FOR POWER EQUIPMENT			
	BLACK GOLD COOPERATIVE LIBRARY SYSTEM		08/03/2023	17,414.00	APA002140
24-390	Invoice	FY23/24 1ST QTR CONTRIBUTION, HOOPLA, HOTSPOT			
24-396	Invoice	FY23/24 MOVIE LICENSING FEE			
24-402	Invoice	FY23/24 CALPERS UAL			
	CALTRANS		08/03/2023	3,023.87	APA002141
SL231128	Invoice	APR-JUN23 SIGNAL & LIGHTING BILLING			
	CANNON		08/03/2023	24,544.50	APA002142
85160	Invoice	JUN23 DESIGN SVCS FOR 2022 PAVEMENT REHABILITATION			
	CANON FINANCIAL SERVICES INC		08/03/2023	1,249.52	APA002143
30911021	Invoice	JUL23 CHARGES FOR CANON 5760 & B&W 6275			
	CARPINTERIA VALLEY LUMBER CO		08/03/2023	114.12	APA002144
513703	Invoice	TAPE MEASURE FOR T. SMITH			
513992	Invoice	PORCAFIX, MOUNTING TAPE FOR CITY HALL			
513993	Invoice	SUPPLIES FOR PUBLIC WORKS SHOP			
514184	Invoice	HARDWARE FOR EL CARRO PARK			
	CITY OF SANTA BARBARA CD-RHMP		08/03/2023	4,293.00	APA002145
INV0004791	Invoice	4TH QUARTER FY22/23 RENTAL HOUSING MEDIATION			
	COASTAL VIEW NEWS		08/03/2023	301.00	APA002146
60175	Invoice	CPIC MEETING AD 7/20/23			
60177	Invoice	FIRE MITIGATION FEE AD 7/20/23			
	CPS HR CONSULTING		08/03/2023	75.00	APA002147
0010268	Invoice	APR-JUN23 HR RESOURCE SUPPORT			
	GRAINGER		08/03/2023	138.06	APA002148

9775589964	Invoice	PARTS FOR CITY HALL FRONT DOOR			
9781891511	Invoice	BROOMS, DUST PANS FOR DOWNTOWN T AREA			
	SITEONE LANDSCAPE SUPPLY (ALL AROUND)		08/03/2023	116.86	APA002149
132373825-001	Invoice	IRRIGATION PARTS FOR VIOLA FIELDS			
	SO CA EDISON		08/03/2023	10,108.63	APA002150
JUL23 700163777874	Invoice	JUL23 ELECTRICITY-6145 CARPINTERIA AVE			
JUL23 700247140684	Invoice	JUL23 ELECTRICITY-1 CARPINTERIA TC1			
JUL23 700291369452	Invoice	JUL23 ELECTRICITY-MULTIPLE LOCATIONS			
JUL23 700465507084	Invoice	JUL23 ELECTRICITY-4950 9TH ST BT HM			
	STAPLES ADVANTAGE		08/03/2023	113.87	APA002151
3542275962	Invoice	COPY PAPER 7/8/23			
	TRAFFIC TECHNOLOGIES LLC		08/03/2023	649.82	APA002152
44603	Invoice	MATERIALS FOR STREE LEGEND PAINTING			
	TRI-CO REPROGRAPHICS		08/03/2023	41.06	APA002153
183377	Invoice	SCANNING SMALL FORMAT, FILE RENAME 7/26/23			
183378	Invoice	SCANNING SMALL FORMAT, FILE RENAME 7/26/23			
183379	Invoice	SCANNING SMALL FORMAT, DESTAPLE, RESTAPLE 7/26/23			
183381	Invoice	SCANNING SMALL FORMAT, PDF EXTRACT 7/26/23			
183384	Invoice	SCANNING SMALL FORMAT, FILE RENAME 7/26/23			
	WAXIE SANITARY SUPPLY		08/03/2023	2,295.71	APA002154
81850668	Invoice	BATH TISSUE, DOG BAGS			
81860420	Invoice	TRASH BAGS			
	ZEE MEDICAL SERVICE CO		08/03/2023	1,093.73	APA002155
34-158352	Invoice	FIRST AID SUPPLIES FOR ALL FACILITIES AT CITY HALL			
	ALL LANGUAGES INTERPRETING & TRANSLATING INC.		08/10/2023	1,495.00	APA002156
29954	Invoice	2 INTERPRETERS FOR CC MTG 7/10/23			
29966	Invoice	2 INTERPRETERS FOR CC MTG 7/24/23			
	AMAZON CAPITAL SERVICES INC		08/10/2023	2,708.73	APA002157
113Y-XK31-J477	Invoice	ZIP BOOKS-T. FURUTA			
11PX-DHMY-11FW	Invoice	CIRCLE LABELS FOR LIBRARY			
13QH-TLRR-4Q1R	Credit Memo	BINGO CARDS FOR LIBRARY RETURNED			
14MK-3CT1-1K4M	Invoice	BOOKS FOR LIBRARY			
174C-YQNV-HX9J	Invoice	BOOKS FOR LIBRARY			
174V-9CXM-DH1Q	Invoice	BOOKS FOR LIBRARY			
17HQ-47MI-VP9Y	Credit Memo	MEGAPHONE FOR LIBRARY RETURNED			
17PK-W744-7NNK	Invoice	BOOKS FOR LIBRARY			
17PK-W744-PCDL	Invoice	ZIP BOOKS-S. LUCICH			
17XK-HK6G-DCKN	Invoice	BOOKS FOR LIBRARY			
17XK-HK6G-G7FX	Invoice	BOOKS FOR LIBRARY			
1DGX-CHP9-HW1V	Invoice	SUPPLIES FOR BEACH LIFEGUARDS			
1DT6-NG4L-9LQ7	Invoice	CRAFT SUPPLIES FOR LIBRARY			
1FGX-9VXT-4LP1	Invoice	BOOKS FOR LIBRARY			
1GQJ-6KNH-VDVL	Invoice	COMPUTER MONITOR REPLACEMENT CORD			
1HF6-93HM-WPQ1	Invoice	COMPUTER MONITOR REPLACEMENT CORD			
1HGC-MCWX-YDL3	Invoice	TONER CARTRIDGES FOR POOL			
1HJM-JWW6-DJM6	Invoice	OFFICE SUPPLY STOCK - CITY HALL			
1KXV-TRQQ-MCG3	Invoice	ZIP BOOKS-K. PETERSON			
1KXV-TRQQ-PVTH	Invoice	ZIP BOOKS-M. GARCIA			
1LFN-FKNK-PHTT	Invoice	CRAFT SUPPLIES FOR LIBRARY			
1LKY-1NLV-K1F7	Invoice	ZIP BOOKS-K. GRIFFIN			
1LV3-WHYM-11FD	Invoice	BOOKS FOR LIBRARY			
1NWR-9Y3Q-3W6J	Invoice	ZIP BOOKS-J. WEINBENDER			
1QHR-F6HG-L4RY	Invoice	SUPPLIES FOR JUNIOR LIFEGUARDS			
1QNT-VJFD-7QGD	Invoice	ZIP BOOKS-P. MILLER			
1QXD-GQ9X-Y7M1	Invoice	ZIP BOOKS-J. CAMP			
1W7L-RG4N-VT3Y	Credit Memo	CRAFT SUPPLIES FOR LIBRARY RETURNED			
1XJM-WPDF-1KT4	Invoice	BOOKS FOR LIBRARY			
1XVC-1NGM-WVFW	Invoice	BOOKS FOR LIBRARY			
1YD7-7JDD-JMRM	Invoice	ZIP BOOKS-C. PATTERSON			
	AMERICAN FOOD CORP		08/10/2023	151.56	APA002158
892320204	Invoice	SNACKS FOR RESALE AT POOL			
	BASIC		08/10/2023	116.84	APA002159
IN2797444	Invoice	JUL23 MONTHLY FSA ADMIN FEE			
	BIG GREEN CLEANING COMPANY		08/10/2023	1,516.00	APA002160
629229	Invoice	PRESSURE WASH SEA SIDE PARK PATIO 7/13/23			
629232	Invoice	CITY HALL CARPET CLEANING 7/6/23			
	CARPINTERIA VALLEY LUMBER CO		08/10/2023	45.95	APA002161
513725	Invoice	POOL STRAPS FOR JUNIOR LIFEGUARDS			

514550	Invoice	PLASTIC POST LEVEL FOR PARKS			
	CARPINTERIA VALLEY WATER DISTRICT		08/10/2023	18,809.00	APA002162
CARP CITY JULY SERVICE	Invoice	JUL23-WATER FOR MULTIPLE LOCATIONS			
	COAST AUTO PARTS INC		08/10/2023	52.63	APA002163
767499	Invoice	MIRRORS FOR UNIT 326			
	COASTAL VIEW NEWS		08/10/2023	558.00	APA002164
60195	Invoice	HOST PROGRAM AD 7/27/23			
60196	Invoice	NOTICE OF PLANNING COMMISSION MTG AD 7/27/23			
	COX BUSINESS		08/10/2023	784.28	APA002165
AUG23 001 3011 022093901	Invoice	AUG23 CITY HALL TV & INTERNET SERVICE			
AUG23 001 3011 028030701	Invoice	AUG23 POOL & GARDEN INTERNET-PHONE SERVICE			
	DEMCO INC		08/10/2023	105.28	APA002166
7338003	Invoice	EXTRA CD ALBUM PAGES, MAGNETIC SIGN HOLDER			
	EVERYWHERE RIGHT NOW		08/10/2023	1,242.50	APA002167
3595	Invoice	JUL23 WEBSITE PROGRAMMING FOR CITY HALL			
	FRONTIER COMMUNICATIONS		08/10/2023	155.43	APA002168
AUG23 209-188-2500-061589-5	Invoice	AUG23 PHONE & INTERNET - LG TOWER			
	KANOPY		08/10/2023	86.00	APA002169
359981 - PPU	Invoice	JUL23 LIBRARY VIDEOS			
	LIEBERT CASSIDY WHITMORE		08/10/2023	22,383.08	APA002170
245078	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 6/30/23			
246998	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 6/30/23			
	MCCORMIX CORP		08/10/2023	1,501.63	APA002171
664963	Invoice	DIESEL FUEL FOR GENERATOR, TRACTOR #8			
	MISSION UNIFORM SERVICE		08/10/2023	563.58	APA002172
519663871	Invoice	GARMENTS A. VEGA 7/17/23			
519675333	Invoice	MAT REPLACEMENT AT POOL 7/17/23			
519675336	Invoice	MAT REPLACEMENT AT LIBRARY 7/17/23			
519675348	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 7/17/23			
519675349	Invoice	TOWEL & MAT REPLACEMENT-CITY HALL 7/17/23			
519717876	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 7/24/23			
519717877	Invoice	TOWEL & MAT REPLACEMENT-CITY HALL 7/24/23			
	OVERDRIVE INC.		08/10/2023	2,350.37	APA002173
01352CO23264123	Invoice	JUL23 EBOOK/AUDIOBOOK MATERIAL FOR LIBRARY			
	REGIONAL GOVERNMENT SERVICES		08/10/2023	7,980.30	APA002174
15224	Invoice	JUN23 CONTRACTED HR SERVICES SUPPORT			
	ROADLINE PRODUCTS INC USA		08/10/2023	1,738.27	APA002175
18883	Invoice	WHITE PAINT FOR STOP SIGN LEGENDS			
	SANTA BARBARA PEST CONTROL		08/10/2023	140.00	APA002176
161256	Invoice	JUL23 PEST CONTROL AT VETS HALL			
	SB COUNTY RESOURCE RECOVERY & WASTE MGMT		08/10/2023	648.30	APA002177
INV0004794	Invoice	SB 1383 FOOD RECOVERY PLAN 1/1/23-6/30/23			
	SITEONE LANDSCAPE SUPPLY (ALL AROUND)		08/10/2023	33.18	APA002178
132751834-001	Invoice	BLUE MARKING PAINT FOR PARKS			
	SO CA EDISON		08/10/2023	11,780.23	APA002179
JUL23 700201069122	Invoice	JUL23-ELECTRICITY-101 ASH AVE			
JUL23 700230547624	Invoice	JUL23 ELECTRICITY-5103 CARPINTERIA AVE			
JUL23 700255596559	Invoice	JUL23 ELECTRICITY-100 LINDEN			
JUL23 700264659490	Invoice	JUL23 ELECTRICITY-1115 LINDEN AVE B PED			
JUL23 700274833982	Invoice	JUL23 ELECTRICITY-901 CACTUS LN EV EV			
JUL23 700405192484	Invoice	JUL23 ELECTRICITY-MULTIPLE LOCATIONS			
JUL23 700477662295	Invoice	JUL23 ELECTRICITY-901 CACTUS LN LGHT			
JUL23 700525378417	Invoice	JUL23 ELECTRICITY-931 WALNUT AVE & 4851 5TH ST			
JUL23 700604790697	Invoice	JUL23 ELECTRICITY-CAPP AV/CSTS PAS 609			
	SOLID WASTE SOLUTIONS INC		08/10/2023	3,810.25	APA002180
204	Invoice	JUL23 WASTEWATER PROFESSIONAL SERVICES			
	THE WHARF		08/10/2023	163.89	APA002181
82272	Invoice	SAFETY BOOTS-R. AISPURO			
	TKM ENGINEERING		08/10/2023	3,022.50	APA002182
1213	Invoice	JUL23 PARKLETS/DOWNTOWN T PERMIT GUIDLINES			
	TRAFFIC TECHNOLOGIES LLC		08/10/2023	104.33	APA002183
44592	Invoice	RECHARGABLE WARNING STROBE UNIT 414			

	TRI-CO REPROGRAPHICS		08/10/2023	38.78	APA002184
183648	Invoice	SCANNING SMALL FORMAT, FILE RENAME 8/1/23			
183649	Invoice	SCANNING SMALL FORMAT, FILE RENAME 8/1/23			
183650	Invoice	SCANNING SMALL FORMAT, FILE RENAME 8/1/23			
183651	Invoice	SCANNING SMALL FORMAT, FILE RENAME 8/1/23			
	TYLER TECHNOLOGIES INC		08/10/2023	636.71	APA002185
025-432004	Invoice	INCODE HARDWARE MAINTENANCE 4/1/23-3/31/24			
	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA		08/10/2023	360.71	APA002186
23-240144	Invoice	AUG23 CA STATE FEE FOR REGULATORY COSTS			
720230158	Invoice	AUG23 NEW TICKET CHARGES & DATABASE MAINTENANCE			
	WAXIE SANITARY SUPPLY		08/10/2023	143.62	APA002187
81868627	Invoice	BATH TISSUE FOR CITY HALL			
	WESTAIRE HEATING & CONDITIONING INC		08/10/2023	477.16	APA002188
19354	Invoice	REPAIR HEAT PUMP IN M. ROBERTS OFFICE 1/26/23			
	WILLDAN FINANCIAL SERVICES		08/10/2023	6,500.00	APA002189
010-55493	Invoice	SERVICES-ASSESSMENT AUDIT SPECIAL DISTRICTS			
	WILLIAMS SCOTSMAN INC.		08/10/2023	447.90	APA002190
9018249569	Invoice	JUL23 LEASE FOR PARK & REC MOBILE OFFICE			
	CalPERS		07/27/2023	423,528.00	DFT0003079
100000017215336	Invoice	FY23-24 UNFUNDED ACCURED LIABILITY-CLASSIC EE			
	CalPERS		07/27/2023	309,724.00	DFT0003080
100000017215346	Invoice	FY23-24 UNFUNDED ACCURED LIABILITY-SAFETY			
	INTERNAL REVENUE SERVICE		07/27/2023	21,451.48	DFT0003083
PR15 07/27/23	Invoice	PR15 07/24/23 FEDERAL TAX PAYMENT			
	EDD-SIT		07/27/2023	6,355.12	DFT0003084
PR15 07/27/23	Invoice	PR15 07/27/23 SIT TAXES			
	EDD-SDI		07/27/2023	1,671.24	DFT0003085
PR15 07/27/23	Invoice	PR15 07/27/23 SDI TAXES			
	CalPERS		07/27/2023	7,840.31	DFT0003086
07/08/23-07/21/23 PEPRA	Invoice	PEPRA RETIREMENT 07/08/23-07/21/23 PR15			
	CalPERS		07/27/2023	17,275.57	DFT0003087
07/08/23-07/21/23 CLASSIC	Invoice	CLASSIC RETIREMENT 07/08/23-07/21/23 PR15			
	CalPERS HEALTH		08/03/2023	55,237.47	DFT0003096
AUG23 PREMIUMS	Invoice	AUG23 HEALTH PREMIUMS			
	CalPERS HEALTH		08/03/2023	7,488.87	DFT0003097
AUG23 PREMIUMS CC	Invoice	AUG23 HEALTH PREMIUMS CC			
	INTERNAL REVENUE SERVICE		07/27/2023	209.45	DFT0003098
PR15 07/27/23 M.G	Invoice	PR15 07/27/23 FEDERAL TAX PAYMENT-M.G PAYROLL CORR			
	EDD-SIT		07/27/2023	34.44	DFT0003099
PR15 07/27/23 M.G	Invoice	PR15 07/27/23 SIT TAXES-M.G PAYROLL CORRECTION			
	EDD-SDI		07/27/2023	10.55	DFT0003100
PR15 07/27/23 M.G	Invoice	PR15 07/27/23 SDI TAXES-M.G PAYROLL CORRECTION			
	EDD-SDI		08/10/2023	1,743.92	DFT0003101
PR16 08/10/23	Invoice	PR16 08/10/23 SDI TAXES			
	EDD-SIT		08/10/2023	6,641.37	DFT0003102
PR16 08/10/23	Invoice	PR16 08/10/23 SIT TAXES			
	INTERNAL REVENUE SERVICE		08/10/2023	22,781.64	DFT0003103
PR16 08/10/23	Invoice	PR16 08/10/23 FEDERAL TAX PAYMENT			
	CalPERS		08/10/2023	17,345.74	DFT0003104
07/22/23-08/04/23 CLASSIC	Invoice	CLASSIC RETIREMENT 07/22/23-08/04/23 PR16			
	CalPERS		08/10/2023	7,728.71	DFT0003105
07/22/23-08/04/23 PEPRA	Invoice	PEPRA RETIREMENT 07/22/23-08/04/23 PR16			

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
August 28, 2023

ITEM FOR COUNCIL CONSIDERATION

Contracts Executed by the City Manager on behalf of the City for the Period of July 18, 2023 through August 21, 2023.

STAFF RECOMMENDATION

Receive and file Report of Contracts Executed by the City Manager for the Period of July 18, 2023 through August 21, 2023.

DISCUSSION

The City Manager is delegated authority by the Carpinteria Municipal Code (CMC), §2.08.150B, to execute contracts on behalf of the City in the amount of $30,000 or less. Pursuant to CMC §2.08.150C, a list of all contracts executed by the City Manager is provided for City Council information and appended to this Staff Report as Attachment A. Attachment A lists all contracts entered into on behalf of the City for goods, construction and services for the Period of July 18, 2023 through August 21, 2023.

FINANCIAL CONSIDERATIONS

All contracts entered into are within the appropriated budgeted amounts.

ATTACHMENTS

A. Report of Contracts Executed by the City Manager

Staff contact:
Brian C. Barrett, City Clerk
(805) 755-4403, brianb@carpinteriaca.gov

Brian C. Barrett
Signature

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

Signature

ATTACHMENT A

Report of Contracts Executed by the City Manager
Period of July 18, 2023 through August 21, 2023

VENDOR	PURPOSE	AMOUNT
LIN Consulting, Inc.	Engineering Services for Carpinteria High School Area Crosswalk Safety Improvements Project No. 15125	$0.00
Street Sweeping Corporation of America	Street Sweeping Maintenance Services	$11,760.93
Interstate Pole Industries	Removal of existing flagpole and installation of new flagpole at City Hall	$22,389.12
GO Gov, Inc.	Word Order & Citizen Request Management Software System Unlimited Subscription	$12,000
Bob Trautz Development Co., Inc.	Install safety signs at Carpinteria Skate Park	$8,109.28
Interstate Pole Industries	Extra work to prepare professional engineer foundation drawing of flag pole and change in contract time from 44 calendar days to 132 calendar days	$2,150.00

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
August 24, 2023

ITEM FOR COUNCIL CONSIDERATION

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

STAFF RECOMMENDATION

Receive and file the report.

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

BACKGROUND / DISCUSSION

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

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

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

POLICY CONSISTENCY

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

FINANCIAL CONSIDERATIONS

Cash Statement: At July 31, 2023, the City held cash and cash investments as shown in the table below.

Table I

CASH ACTIVITY FOR THE MONTH:		
Cash and Investment Beginning of the Month	$	21,584,825.25
Cash Receipts		4,265,258.03
Cash Disbursements		(6,624,734.12)
Cash and Investment End of the Month	$	19,225,349.16

Investments:

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

As of July 31, 2023, the portfolio's average days to maturity was 1.95 years, the average coupon rate was 1.79%, the average yield to maturity was 4.98%, the par value was $11,050,000, and Market Value was $11,004,463.90

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

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

The City of Carpinteria will be able to meet all expenditure obligations that might reasonably be anticipated for the next six-month period February 1, 2024.

LEGAL

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

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: City of Carpinteria Monthly Treasurer's Report

Staff contact:
Licette Maldonado, Administrative Services Director
licettem@carpinteriaca.gov; (805) 755-4448

Signature

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

Signature

City Treasurer's Monthly Report

CITY OF CARPINTERIA TREASURER'S REPORT
For the Month Ended July 2023

CASH ACTIVITY FOR THE MONTH:

Cash and Investment Beginning of the Month	$ 21,584,825.25
Cash Receipts	4,265,258.03
Cash Disbursements	(6,624,734.12)
Cash and Investment End of the Month	$ 19,225,349.16

CASH AND INVESTMENT PORTFOLIO:

Type of Investment/Coupon/CUSIP #	Institution/Issuer	Yield to Maturity	Maturity Date	# Days to Maturity	Par Value	Market Value (1)	Book Value (2)
Demand Deposit - General Checking	Montecito Bank	N/A	N/A	N/A	432,010.22	432,010.22	432,010.22
Demand Deposit - Premier Public Money Market	Montecito Bank	N/A	8/1/2023	1	263,652.22	263,652.22	263,652.22
Demand Deposit - Section 125 Checking	Montecito Bank	N/A	N/A	N/A	3,628.85	3,628.85	3,628.85
Demand Deposit - Payroll Checking	Montecito Bank	N/A	N/A	N/A	4,064.28	4,064.28	4,064.28
Local Agency Investment Fund	State of California	0.22%	8/1/2023	1	3,503,689.28	3,503,689.28	3,503,689.28
Demand Deposit - Money Market	Charles Schwab	N/A	8/1/2023	1	4,013,840.41	4,013,840.41	4,013,840.41
Treasury Note, 23U, (912796Y37)	U.S. Government	4.83%	8/3/2023	3	250,000.00	249,926.53	244,117.48
Treasury Note, 2.75%, (9128284X5)	U.S. Government	0.01%	8/31/2023	31	400,000.00	399,125.00	399,721.60
Treasury Note, 2.875%, (9128285D8)	U.S. Government	0.67%	9/30/2023	61	250,000.00	248,945.30	249,335.00
Treasury Note, 2.875%, (9128285K2)	U.S. Government	2.20%	10/31/2023	92	250,000.00	248,437.50	252,579.39
Treasury Note, 2.75%, (912828WE6)	U.S. Government	2.23%	11/15/2023	107	250,000.00	248,085.93	252,049.66
Treasury Note, 0.75%, (91282CDR9)	U.S. Government	0.73%	12/31/2023	153	250,000.00	245,234.38	249,993.47
Treasury Note, 2.5%, (9128285Z9)	U.S. Government	0.06%	1/31/2024	184	200,000.00	197,125.00	199,388.94
Treasury Note, 2.375%, (9128286G0)	U.S. Government	0.78%	2/29/2024	213	200,000.00	196,562.50	199,264.00
Treasury Note, 0.25%, (91282CBR1)	U.S. Government	2.17%	3/15/2024	228	250,000.00	242,226.55	240,750.00
Treasury Note, 2.25%, (9128286R6)	U.S. Government	2.41%	4/30/2024	274	250,000.00	244,218.75	249,156.76
Treasury Note, 2.0%, (912828XT2)	U.S. Government	1.11%	5/31/2024	305	250,000.00	243,085.93	255,107.50
Treasury Note, 0.25%, (91282CCG4)	U.S. Government	4.61%	6/15/2024	320	250,000.00	239,140.63	235,669.96
Treasury Note, 3.0%, (91282CFA4)	U.S. Government	4.53%	7/31/2024	366	250,000.00	244,218.75	244,503.55
Treasury Note, 3.25%, (91282CFG1)	U.S. Government	4.30%	8/31/2024	397	250,000.00	244,453.13	245,158.84
Treasury Note, 0.375%, (91282CCX7)	U.S. Government	1.08%	9/15/2024	412	250,000.00	236,562.50	245,359.46
Treasury Note, 2.125%, (9128282Y5)	U.S. Government	4.31%	9/30/2024	427	250,000.00	240,937.50	239,586.84
Treasury Note, 0.625%, (91282CDB4)	U.S. Government	4.14%	10/15/2024	442	250,000.00	236,328.13	233,056.64
Treasury Note, 2.25%, (912828G38)	U.S. Government	4.35%	11/15/2024	473	250,000.00	240,546.88	241,052.35
Treasury Note, 1.00%, (91282CDN8)	U.S. Government	0.98%	12/15/2024	503	250,000.00	236,054.68	250,079.39
Treasury Note, 1.125%, (91282CDS7)	U.S. Government	4.09%	1/15/2025	534	250,000.00	235,820.30	237,350.47
Treasury Note, 1.125%, (912828ZC7)	U.S. Government	1.29%	2/28/2025	578	250,000.00	234,882.80	248,740.00
Treasury Note, 2.625%, (9128284F4)	U.S. Government	1.30%	3/31/2025	609	250,000.00	240,234.38	260,224.61
Treasury Note, 0.25%, (912828ZT0)	U.S. Government	1.25%	5/31/2025	670	250,000.00	229,414.05	241,660.01
Treasury Note, 0.25%, (912828ZW3)	U.S. Government	1.53%	6/30/2025	700	250,000.00	228,867.18	239,598.86
Treasury Note, 0.25%, (91282CAM3)	U.S. Government	1.32%	9/30/2025	792	250,000.00	226,953.13	240,265.00
Treasury Note, 3.0%, (9128285J5)	U.S. Government	4.09%	10/31/2025	823	250,000.00	240,507.80	242,136.63
Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.20%	12/31/2025	884	250,000.00	225,781.25	241,955.00
Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.37%	12/31/2025	884	250,000.00	225,781.25	240,365.00

Treasury Note, 3.875%, (91282CGE5)	U.S. Government	3.77%	1/1/2026	885	250,000.00	245,234.38	250,641.19
Treasury Note, 1.625%, (912828P46)	U.S. Government	1.56%	2/15/2026	930	250,000.00	231,914.05	250,595.69
Treasury Note, 0.5%, (91282CBQ3)	U.S. Government	1.28%	2/25/2026	940	250,000.00	225,078.13	242,113.19
Treasury Note, 0.75%, (91282CBT7)	U.S. Government	1.28%	3/31/2026	974	250,000.00	226,328.13	244,459.30
Treasury Note, 0.75%, (91282CCF6)	U.S. Government	1.34%	5/31/2026	1035	250,000.00	225,000.00	243,702.50
Treasury Note, 0.875%, (91282CCJ8)	U.S. Government	1.35%	6/30/2026	1065	250,000.00	225,546.88	244,821.96
Treasury Note, 1.625%, (91282YQ7)	U.S. Government	4.00%	10/31/2026	1188	250,000.00	228,828.13	227,869.30
Treasury Note, 2%, (91282U24)	U.S. Government	4.31%	11/15/2026	1203	250,000.00	231,445.30	228,317.27
Treasury Note, 1.25%, (91282CDK4)	U.S. Government	1.28%	11/30/2026	1218	250,000.00	225,625.00	249,602.02
Treasury Note, 1.5%, (912828Z78)	U.S. Government	3.64%	1/31/2027	1280	250,000.00	226,718.75	231,040.31
Treasury Note, 2.25%, (912828V98)	U.S. Government	4.29%	2/15/2027	1295	250,000.00	232,656.25	229,819.14
Treasury Note, 2.5%, (91282CEF4)	U.S. Government	3.96%	2/16/2027	1296	250,000.00	234,375.00	235,031.06
Treasury Note, 2.75%, (91282CEN7)	U.S. Government	3.71%	4/30/2027	1369	250,000.00	236,210.93	241,094.62
Treasury Note, 3.25%, (91282CEW7)	U.S. Government	3.70%	6/30/2027	1430	250,000.00	240,429.68	245,668.13
Treasury Note, 3.125%, (91282CFH9)	U.S. Government	4.19%	8/31/2027	1492	250,000.00	239,023.43	238,232.21
Treasury Note, 4.125%, (91282CFU0)	U.S. Government	4.02%	10/31/2027	1553	250,000.00	248,437.50	250,962.10
Treasury Note, 2.25%, (9128283F5)	U.S. Government	4.01%	11/15/2027	1568	250,000.00	230,234.38	232,267.50
					19,520,885.26	**18,943,428.89**	**19,225,349.16**

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

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

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

Based upon currently budgeted revenues and expenditures, the City currently has sufficient liquid financial resources to meet anticipated expenditures during the period 8/01/23 through 2/01/24.

WEIGHTED AVERAGE MATURITY OF PORTFOLIO

As of July 31, 2023 the weighted average days to maturity of the City's investment portfolio is 1.98 years.

FOOTNOTES TO REPORT/DEFINITION OF TERMS:

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

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

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

Yield to Maturity (YTM): The percentage rate of return for the note assuming that the City holds the asset until its maturity date. It is the sum of all its remaining coupon payments.
Par Value: Equals face value of security (value of the security when it reaches maturity).
Market Value: The last price for which a security was bought or sold. In this case, the value as of the last day of the month of this report.
Book Value: The amount at which the security is carried in the City's accounting records (adjusted at year-end for GASB 40 reporting purposes).

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
August 28, 2023

ITEM FOR COUNCIL CONSIDERATION

Second reading of Ordinance No. 768, an Ordinance of the City Council of the City of Carpinteria, California, amending Chapters 2.20.070 (Public Works Department) and 2.20.080 (Parks, Recreation, and Public Facilities Departments) in the Carpinteria Municipal Code.

STAFF RECOMMENDATION

Adopt Ordinance No. 768 (second reading).

Sample Motion: I move to adopt Ordinance No. 768

(This motion requires a roll call vote.)

BACKGROUND

On June 5, 2023, the City Council adopted Resolution No. 6250, approving the title and job description change of Parks, Recreation, and Public Facilities Director to Parks, Recreation, and Community Services Director. The changes also resulted in a reorganization of functions between the Public Works Department and Parks, Recreation and Public Facilities Department. Staff was directed to return with an amendment to Carpinteria Municipal Code Chapter 2.20 (City Departments) subsections 2.20.070 (Public Works Department) and 2.2080 (Parks, Recreation, and Public Facilities Department) and revise the job description of the Public Works Director position to reflect such changes.

On July 24, 2023, the City Council adopted Resolution No. 6250, updating the Public Works Director job description and approved the first reading of Ordinance No. 768 to amend Chapters 2.20.070 (Public Works Department) and 2.20.080 (Parks, Recreation, and Public Facilities Departments).

The purpose of this agenda matter is for the City Council to conduct the second reading and adopt Ordinance No. 768.

DISCUSSION

Pursuant to Carpinteria Municipal Code Section 2.08.110 (Powers and duties designated), the City Manager, in part, makes recommendations to the City Council concerning any reorganization of offices, positions, departments or units as necessary to further the interest of efficient, effective, and economical conduct of City business. With the forthcoming retirement of the Parks, Recreation, and Community Services Director (formerly titled as Parks, Recreation, and Public Facilities Director), staff conducted an assessment of the functions pertaining to the programs and divisions within the Parks, Recreation, and Community Services Department.

Staff recommends for Carpinteria Municipal Code Chapter 2.20 (City Departments) to be amended as follows:

2.20.070 Public works department

Divisions:
Engineering.
Programs: Department administration;
Capital improvements;
Transportation, parking, and lighting.

Sustainability and Environment.
Programs: Resource Conservation;
Solid Waste Management;
Watershed Management.

~~Street~~ Maintenance.
Programs: Street and right-of-way maintenance;
~~Right-of-way maintenance.~~
Fleet maintenance;
Parks and facilities maintenance.

2.20.080 Parks, recreation, and ~~public facilities~~ community services

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: Collection; learning; community programs and events.

The proposed Ordinance No. 768, as shown as Attachment A, shows such amendments.

POLICY CONSISTENCY

City Manager recommendations are consistent with the approved Annual Work Plan and priorities set by City Council, including several current, forming, and future programs, as well as recruitment and retention goals. In addition, City Manager recommendations are consistent to the City's mission to provide services consistent with community needs and to make judicious use of City resources to promote the highest possible quality of life for all Carpinteria residents.

FINANCIAL CONSIDERATIONS

There is no financial impact in approving Ordinance No. 768.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Pursuant to Carpinteria Municipal Code Section 2.08.110, the reorganization of offices, positions, departments, or units may be recommended by the City Manager and approved by City Council.

OPTIONS

A. Approve Ordinance No. 768 on second reading. (Staff recommendation)
B. Direct changes to the draft ordinance
C. The City Council could choose not to approve Ordinance No. 768 and provide direction to staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: Ordinance No. 768

Staff contact:
Teresa Ilasin, Management Analyst II
(805) 755-4458; teresai@carpinteriaca.gov

Signature

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

Signature

ATTACHMENT A

Ordinance No. 768

ORDINANCE NO 768.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, AMENDING CHAPTER 2.20, CITY DEPARTMENTS, CONCERNING THE RETITLING AND REORGANIZATION OF CERTAIN DEPARTMENTS, DIVISIONS AND PROGRAMS.

WHEREAS, Carpinteria Municipal Code 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 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 2.20.020, Departments created and designated, section E, is amended to read as follows:

E. Parks, recreation, and community services.

SECTION 3. CMC 2.20.070, Public works department, is amended to read as follows:

2.20.070 Public works department

Divisions:

Engineering.

Programs: Department administration;

Capital improvements;

Transportation, parking, and lighting.

Sustainability and Environment.

Programs: Resource Conservation;

Solid Waste Management;

Watershed Management.

Maintenance.

Programs: Street maintenance;

Fleet maintenance;

Parks and facilities maintenance.

SECTION 4. CMC 2.20.080, Parks and recreation department, is amended to read as follows:

2.20.080 Parks, recreation, and community services

Divisions: Parks

Programs: Department administration;

Parks.

Recreation.

Programs: Community pool services;

Ocean beach services;

Special events.

Municipal Library.

Programs: Collection; learning; community programs and events.

SECTION 5: 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 6: 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 7: 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), and or §15307(actions taken by regulatory agencies for protection of natural resources) and 15308(actions taken by regulatory agencies for protection for the environment).

SECTION 8. CERTIFICATION

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

PASSED, APPROVED AND ADOPTED on the 28th day of August, 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 on August 28, 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
August 28, 2023

ITEM FOR COUNCIL CONSIDERATION

Granting of an Easement to Southern California Edison for Electric Vehicle Infrastructure in City Parking Lot No. 1 along the Elm Avenue frontage.

STAFF RECOMMENDATION

Authorize the City Manager to execute the Grant of Easement of approximately 700 square feet to Southern California Edison for the purposes of installation, maintenance and operation of electrical equipment associated with electric vehicle infrastructure in City Parking Lot No. 1

Sample Motion: I move to authorize the City Manager to execute the Grant of Easement of approximately 700 square feet to Southern California Edison for the purposes of installation, maintenance and operation of electrical equipment associated with electric vehicle infrastructure in City Parking Lot No. 1.

BACKGROUND

In February 2022, the City applied for funding through the Southern California Edison (SCE) Charge Ready Program in order to expand the EV charging infrastructure citywide. Through the Program SCE performs site preparation work and provides a monetary incentive for new EV charging stations. Specifically, SCE pays for the electric service infrastructure and accessibility upgrades (e.g., walkways and parking spaces) in order to meet electric load requirements and to conform with the Americans with Disabilities Act (ADA) standards.

The purpose of this agenda item is to authorize the City Manager to execute the Grant of Easement to SCE for the purposes of installation, maintenance and operation of electrical equipment associated with electric vehicle infrastructure in City Parking Lot No. 1.

DISCUSSION

The Charge Ready program is a "make ready" infrastructure program offered by SCE to local agencies, businesses, and multi-family properties. The program provides the

necessary infrastructure upgrades on the utility side of the meter up to the point of installation of the charging station for the approved number of charging ports.

As a major requirement in the Electric Vehicle Charging Station Purchasing and Installation Agreement, the City must furnish and install the EV charging stations that meet SCE design criteria as well as operate and maintain these EV charging stations for a period of ten years. The program further requires the City to procure an SCE-approved vendor of the EV charging station product including the software platform. In August of 2022, Council authorized the City issuing a purchase order to the vendor EV Connect, which included a five-year maintenance agreement, to fulfill the City's obligations related to operation and maintenance of the new EV infrastructure.

The City is also obligated to execute a Grant of Easement (Attachment A) with SCE for the purpose of installing, maintaining, and operating the electrical equipment associated with the electric vehicle infrastructure. The requested easement is approximately 700 square feet in area, 7'x100' in dimensions, located along a portion of the Elm Avenue street frontage of City Parking Lot 1 (the Easement Drawing illustrating the area is an exhibit of the attached Grant of Easement. The easement would be valid until a time at which the electric vehicle charging stations are removed, but not less than ten (10) years from the date of execution as per the terms of the Charge Ready agreement.

This matter is being recommended for approval by the City Council Utilities Committee after review at its meeting of July 28, 2023. Granting of easements also require a 65402 Government Code Consistency Determination by the Carpinteria Planning Commission, which it approved at its regular meeting of August 7, 2023 (Attachment B).

Staff recommends that the Council authorize the City Manager to execute the Grant of Easement to SCE for the purposes of installation, maintenance and operation of electrical equipment associated with electric vehicle infrastructure in City Parking Lot No. 1.

POLICY CONSISTENCY

This project is consistent with the Sustainable Community Policy (Resolution No. 5500) and the Governor's Executive Order N-79-20, as well as Government Code 65402. With the state's goal of having five million, zero-emission vehicles on the road by 2025, the expansion of EV charging infrastructure is also a statewide priority.

Electric vehicles play an important role in California's efforts to reach its ambitious climate and air quality goals. In 2020, the Governor issued Executive Order N-79-20, eliminating the sale of internal combustion engine vehicles by 2035. The transportation sector contributes for just over half of the greenhouse gas (GHG) emissions in Santa Barbara region alone. One of the key strategies to reducing GHG emissions and meeting Executive Order N-79-20 is encouraging the use of electric vehicles and expanding the electric vehicle (EV) charging infrastructure.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. Minimal staff time to prepare the report is included in the Adopted FY 2023-24 Resource Conservation Program Fund Budget.

The purchase and installation of the EV Charging stations was funded by an Air Pollution Control District Clean Air grant, as well as incentive funding from Central Coast Community Energy and SCE.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney's office has reviewed the Grant of Easement and has no exceptions. Comments related to SCE's authority granted in the easement have been addressed through amendments to the Engineering Permit.

OPTIONS

The City Council could choose:

1. Authorize the City Manager to execute the Grant of Easement of approximately 700 square feet to Southern California Edison for the purposes of installation, maintenance and operation of electrical equipment associated with electric vehicle infrastructure in City Parking Lot No. 1. (Staff recommendation)
2. Direct staff concerning any changes as determined necessary.
3. Decline to approve the recommendation.

ATTACHMENTS

Attachment A: Southern California Edison Grant of Easement
Attachment B: Carpinteria Planning Commission 65402 Determination

Staff contact:
Erin Maker, Environmental Program Manager
(805) 880-3415; erinm@carpinteriaca.gov

for _____ *Signature*

Reviewed by:
John L. Ilasin, Public Works Director
(805) 880-3402; johni@carpinteriaca.gov

_____ *Signature*

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

_____ *Signature*

ATTACHMENT A

Southern California Edison Grant of Easement

ARPINTERRECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR

POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc No.:

GRANT OF EASEMENT
Vehicle Charging Station

DOCUMENTARY TRANSFER TAX $ NONE (VALUE AND CONSIDERATION LESS THAN $100.00)	DISTRICT	SERVICE ORDER	SERIAL NO.	MAP SIZE
	Santa Barbara	TD2044239		
SIG. OF DECLARANT OR AGENT DETERMINING TAX / SCE Company FIRM NAME	GVM KU-6809-E APN 003-261-008	APPROVED: VEGETATION & LAND MANAGEMENT	BY SLS/CG	DATE 03/25/23

CITY OF CARPINTERIA, a municipal corporation (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and internal communication systems for SCE's sole use (hereinafter referred to as "systems"), consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, solely for the purpose of providing electrical power to vehicle charging stations, in, on, over, under, across and along that certain real property in the City of Carpinteria, County of Santa Barbara, State of California, described as follows:

THE NORTHWESTERLY 7.00 FEET OF THE SOUTHWESTERLY 100.00 FEET OF PARCEL "A" OF PARCEL MAP NO. 25001, AS PER MAP FILED IN BOOK 3, PAGE 82 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for itself, its heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described easement area. The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Upon written request, Grantee shall relocate its facilities installed hereunder to another mutually approved area on Grantor's property and provided that Grantee has first been given an easement over such new area on terms identical to those set forth herein. Such relocation shall be at Grantor's sole cost and expense. Upon completion of the relocation, Grantee shall execute a quitclaim of this easement on terms reasonably acceptable to Grantor and Grantee.

To the extent Grantor removes the vehicle charging stations, and such removal is not part of a relocation, Grantor may, upon sixty (60) days written notice, terminate this easement and Grantee shall execute a quitclaim on a mutually acceptable form. However, in no event will the vehicle charging stations be removed for a period of ten (10) years from the date of execution below. Upon termination, Grantee shall have a limited right to access the property for the purpose of removing its facilities or Grantee may abandon its systems in place. In addition, upon written request, Grantee will execute a quitclaim of this easement on terms reasonably acceptable to Grantee and Grantor.

EXECUTED this _____ day of _____, 20____.

GRANTOR

CITY OF CARPINTERIA,
a municipal corporation

By_____

Name_____

Title_____

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

State of California)

County of_____)

On _____ before me, _____, a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

DCR_____
TD2044239

EXECUTED this _____ day of _____, 20____.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

By_____

Name_____

Title_____

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

State of California)

County of _____)

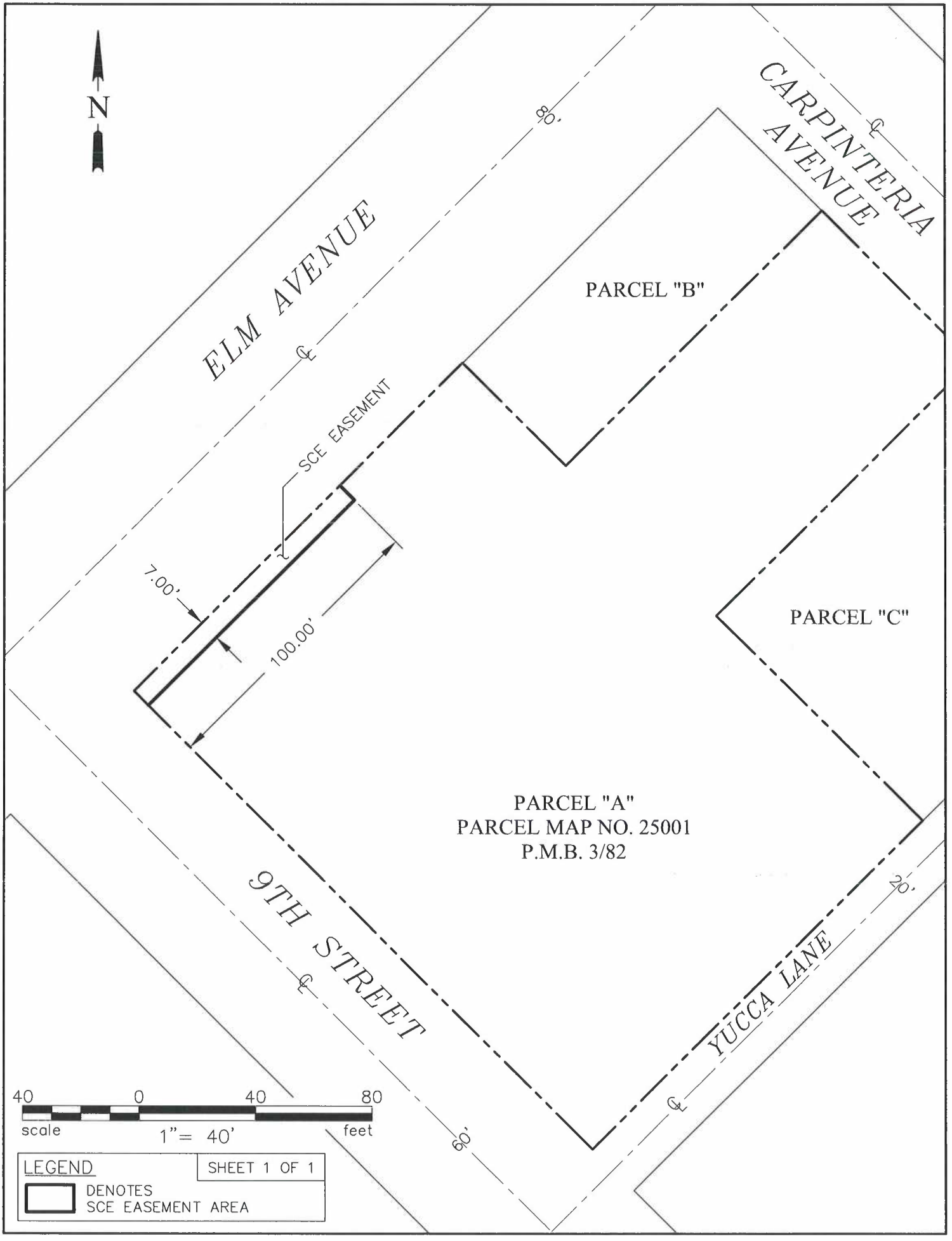
On _____ before me, _____, a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)


N
ELM AVENUE
80'
CARPINTERIA AVENUE
PARCEL "B"
SCE EASEMENT
7.00'
100.00'
PARCEL "C"
PARCEL "A"
PARCEL MAP NO. 25001
P.M.B. 3/82
9TH STREET
60'
YUCCA LANE
20'
40 0 40 80
scale 1"= 40' feet
LEGEND
SHEET 1 OF 1
DENOTES
SCE EASEMENT AREA

ATTACHMENT B

Carpinteria Planning Commission 65402 Determination

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CITY of CARPINTERIA, CALIFORNIA

August 8, 2023

Honorable Carpinteria City Council
5775 Carpinteria Avenue
Carpinteria, CA 93013

Re: City of Carpinteria Public Works Department
Granting of Easement to Southern California Edison
Government Code §65402 General Plan Conformity Determination
Project 23-2235-GC

Dear Councilmembers:

On August 7, 2023, the Planning Commission took action on the following item:

Hearing on the request of the City of Carpinteria to consider Project 23-2235-GC for a determination that the granting of an easement of approximately 700 square feet to Southern California Edison for the purposes of the installation, maintenance and operation of electrical equipment associated with electric vehicle infrastructure to be located along the southwest corner of the City-owned City Parking Lot No. 1, located at 4945 Carpinteria Avenue (APN 003-261-008), and zoned Central Business ("CB") district, is consistent with the General Plan/Coastal Land Use Plan of the City of Carpinteria, pursuant to Government Code §65402.

The Planning Commission voted 4-0 (Salant absent) to adopt Resolution No. PC-23-006, determining that the granting of the described easement to SCE affecting a portion of real property located within City Parking Lot No. 1 located at 4945 Carpinteria Avenue (APN 003-261-008), and owned by the City of Carpinteria, is consistent with the General Plan/Coastal Plan of the City of Carpinteria.

Should you have any questions or need further information regarding this matter, please call Nick Bobroff at (805) 755-4407, or email at: nickb@carpinteriaca.gov

Sincerely,

Steve Goggia
Community Development Director

cc: City of Carpinteria Public Works Department

Attachments: Adopted Resolution No. PC-23-006; and

RESOLUTION NO. PC-23-006

A RESOLUTION OF THE CITY OF CARPINTERIA PLANNING COMMISSION REPORTING THAT THE GRANTING OF A 700 SQUARE FOOT EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF ELECTRICAL EQUIPMENT ASSOCIATED WITH ELECTRIC VEHICLE INFRASTRUCTURE WITHIN A PORTION OF THE CITY-OWNED PARKING LOT NO. 1 LOCATED AT 4945 CARPINTERIA AVENUE (APN 003-261-008) IS IN CONFORMANCE WITH THE CITY OF CARPINTERIA GENERAL PLAN/COASTAL LAND USE PLAN PURSUANT TO §65402 OF THE GOVERNMENT CODE

REQUESTED BY CITY OF CARPINTERIA PUBLIC WORKS DEPARTMENT

WHEREAS, the City of Carpinteria General Plan/Coastal Land Use Plan is a comprehensive long-term plan that guides land use and physical development of the geographic area of the incorporated City of Carpinteria; and

WHEREAS, the General Plan/Coastal Land Use Plan provides policy direction regarding land uses that are intended to serve the community based on the buildout of the community as anticipated by the General Plan/Coastal Land Use Plan; and

WHEREAS, the City has the ability to acquire, dispose of, vacate or abandon real property in conformance with its General Plan/Coastal Land Use Plan; and

WHEREAS, Government Code §65402(a) requires that no real property shall be acquired by dedication or otherwise for street, square, park or other public purposes, and no real property shall be disposed of, no street shall be vacated or abandoned, and no public building or structure shall be constructed or authorized, until the location, purposes, and extent of such acquisition or disposition, such street vacation or abandonment, or such public building or structure have been submitted to and reported upon by the Planning Commission as to the conformity with the General Plan/Coastal Land Use Plan; and

WHEREAS, the City of Carpinteria Planning Commission has considered a written request for a Government Code §65402 General Plan Conformity Determination filed by the City of Carpinteria Public Works Department on July 14, 2023 for the granting of a 700 square foot easement to Southern California Edison for the purposes of installing, maintaining and operating electrical equipment associated with electric vehicle infrastructure in a portion of the city-owned City Parking Lot No. 1 located at 4945 Carpinteria Avenue; and

WHEREAS, consistent with the requirements of Government Code §65402, the request has been scheduled to be considered by the City of Carpinteria Planning Commission within 40 days of receipt of the request; and

WHEREAS, the Planning Commission has conducted a public hearing on August 7, 2023 and has considered the entire administrative record, including the staff report and oral and written testimony from interested persons; and

WHEREAS, the City has determined that the Government Code §65402 General Plan Conformity Determination is statutorily exempt from the California Environmental Quality Act pursuant to Sections 15061(b)(3) and 15378(b)(5) of the California Environmental Quality Act Guidelines; and

WHEREAS, the Planning Commission has reviewed the location, purpose, and extent of the proposed easement for conformity with the policies of the General Plan/Coastal Land Use Plan that are relevant to the General Plan Conformity Determination.

NOW THEREFORE, THE PLANNING COMMISSION HEREBY RESOLVES AS FOLLOWS:

1. Pursuant to Government Code §65402, the Planning Commission has evaluated the location, purpose, and extent of the proposed easement to be granted to Southern California Edison within a portion of the city-owned City Parking Lot No. 1 located at 4945 Carpinteria Avenue (APN 003-261-008), and finds that the location, purpose, and extent of the proposed easement conforms to the General Plan/Coastal Land Use Plan. The Planning Commission hereby directs staff to report this finding to the City Council.

PASSED, APPROVED AND ADOPTED this 7th day of August 2023, by the following called vote:

AYES: **COMMISSIONERS:** Allen, Benefield, La Fevers, Moyer

NOES: **COMMISSIONER(S):**

ABSENT: **COMMISSIONER:** Salant

Jane L Benefield

Jane Benefield, Chair

ATTEST:

FOR SG

Steve Goggia, Secretary

I hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the Planning Commission of the City of Carpinteria held the 7th day of August 2023.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
August 28, 2023

ITEM FOR COUNCIL CONSIDERATION

Real Property License Agreement concerning the Franklin Creek Trail Improvement Project.

STAFF RECOMMENDATION

Authorize the City Manager to execute a Real Property License Agreement with the Santa Barbara County Flood Control and Water Conservation District for the Franklin Creek Trail Improvement Project.

Sample Motion: I move to authorize the City Manager to execute a Real Property License Agreement with the Santa Barbara County Flood Control and Water Conservation District for the Franklin Creek Trail Improvement Project.

(This motion requires a roll call vote.)

BACKGROUND

In October 2021, the Santa Barbara County Association of Governments (SBCAG) Board issued a call for projects for both the Measure A Cycle 5 Safe Routes to School Grant Program and the Measure A Bicycle and Pedestrian Grant Program. The Measure A Cycle 5 Safe Routes to School Grant Program funds projects for pedestrian and bicycle safety to, from, and near schools. The Measure A Cycle 5 Bicycle and Pedestrian Program provides funds to member agencies for bicycle and pedestrian facilities improvements.

In May 2022, the SBCAG Board approved approximately $4.3M of Measure A Cycle 5 funds for thirteen projects amongst the local agencies of the south coast area, including the City's Franklin Creek Trail Improvement Project. On June 16, 2022, the SBCAG Board approved Measure A Cycle 5 funds in the total amount of $275,188 for the Project and provided a Cooperative Agreement for its implementation. On July 11, 2022, the City Council approved and authorized the Mayor to sign the Measure A Project Cooperative Agreement with SBCAG. The project received letters of support from the Carpinteria Unified School District, County of Santa Barbara Public Works Department, and MOVE Santa Barbara County (formerly SBBike + COAST).

The purpose of this agenda item is for the City Council to authorize the City Manager to execute a Real Property License Agreement with the Santa Barbara County Flood Control and Water Conservation District for the Franklin Creek Trail Improvement Project.

DISCUSSION

The location of the Franklin Creek Trail Improvement Project is proposed to be situated on Santa Barbara County Flood Control and Water Conservation District (County) parcels. In order for the project to legally do so, the County does require for the City to execute a Real Property License Agreement: Secondary Use of Flood Control Land 12A-10.1 (County Use Agreement) as shown in Attachment A. The project location straddles the County parcels of Assessor Parcel Numbers 003-251-020, 003-242-036, 003-243-032, 003-252-018, 003-301-021, and 003-301-025, respectively, as shown in Exhibit A in the proposed County Use Agreement.

The proposed County Use Agreement stipulates the City's obligations of the project's permanent improvements upon said County parcels. These obligations include the establishment of rules and regulations for the licensed use, operation, and maintenance of the area subject to the County Use Agreement.

On March 23, 2023, Public Facility Site Acquisition/Development Committee reviewed the proposed County Use Agreement and recommended it for consideration by the City Council.

POLICY CONSISTENCY

The recommendation is to effectively proceed with work on the project in order to enhance Franklin Creek Trail for pedestrians and bicyclists. With that, the recommendation may be found consistent with the following objectives and policies of the General Plan and Local Coastal Plan:

Circulation Element

Objective C-7: Build demand for alternative transportation use by increasing ease, effectiveness, and social acceptability, and through foresighted planning.

Policies:

C-7b. Develop safe and direct pedestrian accessibility between residential areas, schools, parks, and shopping areas in both new and existing urban areas.

Objective C-8: Support and develop safe, direct and well-maintained bicycle and pedestrian systems and recreational boating facilities that serve all segments of the public.

Policies:

C-8a. Integrate the development of bicycle routes and pedestrian pathways in additional areas of the city, and encourage the utilization of such routes for commuting as well as recreational purposes.

C-8f. Encourage pedestrian movement by providing pedestrian facilities that are direct and convenient, particularly in the beach and downtown areas.

Open Space, Recreation & Conservation Element

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

Policies:

OSC-14a. Increase coastal and recreational access for all segments of the population, including the disabled and elderly, while protecting natural resources, particularly environmentally sensitive habitat areas.

Objective OSC-15: Maintain the existing trail system and provide additional recreation and access opportunities by expanding the trail system.

Policies:

OSC-15a. The City's trail system shall be maintained and expanded upon based upon Figure C-3, the Trails Map, and, if approved by the Coastal Commission in an amendment to its Local Coastal Plan, the Trails Master Plan or similar implementing document.

OSC-15b. Support enhancement of access trails along creekways designated as open space up to the foothills of the Santa Ynez mountain range. This should include exploring trail development for public use along the Edison easement behind Carpinteria High School, ending on the first ridge above the city. This should be linked to the old Franklin trail, leading to the ridge up to East Camino Cielo. Trail restoration and enhancement of easement areas should be pursued to restore the natural beauty along these trails by negotiating with property owners, the school district, and the National Forest, to redesign trails and adopt protective fencing methods.

Finally, the recommendation is consistent with the adopted Capital Improvement Plan[1].

FINANCIAL CONSIDERATIONS

No additional funding is being requested for the recommendation. The Franklin Creek Trail Improvement Project is programmed in the City's Fiscal Year 2023/24 Capital Improvement Program Budget. The programmed funding sources includes the annual

[1] City Council Resolution No. 6153

formula funding allocation of Measure A and the Measure A grant funding. Further, the project is programmed in the Revised Measure A Five-Year Local Program of Projects as approved by the City Council on May 22, 2023 (Resolution No. 6243).

The future ongoing maintenance cost will be budgeted as a part of the facilities maintenance program in future fiscal years.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney's Office reviewed the proposed County Use Agreement and finds no exceptions to it as to form.

OPTIONS

1. Authorize the City Manager to execute a Secondary Use Agreement with the Santa Barbara County Flood Control and Water Conservation District for the Franklin Creek Trail Improvement Project. (Staff recommendation)
2. The City Council could choose not to consider the staff recommendation. However, non-action would delay the project, which consequently jeopardizes the related grant funding.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no parties expected at this meeting.

ATTACHMENTS

Attachment A: Real Property License Agreement: Secondary Use of Flood Control Land 12A-10.1

Staff contact:
John L. Ilasin, Public Works Director
(8050 880-3402; johni@carpinteriaca.gov

Signature

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

Signature

ATTACHMENT A

Real Property License Agreement: Secondary Use of Flood Control Land 12A-10.1

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Project:	City of Carpinteria Franklin Creek Trail Improvement Project
APNs:	003-251-020; 003-242-036; 003-243-032; 003-252-018; 003-301-021; 003-301-025

REAL PROPERTY LICENSE AGREEMENT;
SECONDARY USE OF FLOOD CONTROL LAND
12A-10.1

THIS REAL PROPERTY LICENSE AGREEMENT ("Agreement") is made by and between the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district (hereinafter called "DISTRICT"), and the City of Carpinteria, a municipal corporation (hereinafter called "CITY"), with reference to the following:

WHEREAS, DISTRICT and/or County of Santa Barbara ("County") hold fee ownership of those certain parcels of real property in the City of Carpinteria, County of Santa Barbara, State of California, commonly known as Assessor's Parcel Numbers 003-251-020, 003-242-036, 003-243-032, 003-252-018,; 003-301-021, and 003-301-025, all as depicted on Exhibit "A," attached hereto and incorporated herein by this reference (collectively called "Property"), and as described in Grant Deeds recorded on November 3, 1968, as Instrument number 35409, Book 2251, Page 1091, and on March 13, 1975, as Instrument number 7730, Book 2556, Page 156, in the office of the Santa Barbara County Recorder; and

WHEREAS, Property is used for flood control purposes, and DISTRICT operates and manages flood control facilities on Property known as the Franklin Creek Channel; and

WHEREAS, on July 7, 1998, DISTRICT's Board of Directors adopted Resolution No. 98-266, establishing a policy entitled "A Policy for Secondary Uses of Flood Control and Water Conservation Facilities for Bikeway and Recreational Purposes," which is attached hereto as Exhibit "B" and incorporated herein by this reference ("Policy"), and providing that DISTRICT may license or permit the use of a right-of-way on Flood Control property for development and use for bicycle, hiking and riding trails, and other park and recreation purposes; and

WHEREAS, the public has created a recreational trail across a portion of Property ("Franklin Creek Trail"); and

WHEREAS, DISTRICT has determined that it is in the public interest to allow continued public use of the trail in order to provide for recreational opportunities; and

WHEREAS, in accordance with California Government Code Section 25526.6, and Section 12A-10.1 of the Santa Barbara County Code, the Director of Public Works has found that the establishment of such a license is in the public interest and will not substantially conflict or interfere with the use of Property by County; and

WHEREAS, CITY and DISTRICT desire to enter into a license agreement allowing for the construction, maintenance, and public use of a multi-use trail in the area of the Franklin Creek Channel in compliance with Policy; and

WHEREAS, CITY has obtained grant funding for the design and construction of such a 900-feet long multi-use trail, which will generally consist of constructing and installing accessible surfacing, safety fencing, and adjacent accessibility connection improvements along the east side of the Franklin Creek Channel between Carpinteria Avenue and Seventh Street on Property ("Trail"). The approximate location of Trail is depicted in Exhibit "C," attached hereto and incorporated herein by reference.

NOW, THEREFORE, subject to the criteria and conditions set forth in Policy, and in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **LICENSED AREA:** Licensed area is located within that certain area of Property also depicted in Exhibit "C," attached hereto and incorporated herein by reference, as more specifically set forth in the Plans and Specifications (defined below) ("Licensed Area").

2. **LICENSE:** DISTRICT hereby permits to CITY, and CITY hereby accepts, a revocable, nonexclusive license ("License") for secondary use of Licensed Area allowing (i) entry and access to Licensed Area by CITY for the purposes of constructing, installing, and maintaining the Path within the Licensed Area, and (ii) access to, and use of Trail by the general public in accordance with the provisions of this Agreement; provided, however, that prior to commencement of construction of the Path, CITY shall submit to County all plans and specifications for construction and improvements on the Property ("Plans and Specifications"), and CITY shall not commence any construction on the Property without County's prior written approval of all such Plans and Specifications. The parties hereto do not intend to create a lease or any other interest in real property for CITY or public through this Agreement, and the parties hereto only intend to create a license that is revocable at will by either DISTRICT or CITY as provided herein.

The CITY has inspected the Licensed Area and agrees to accept the Licensed Area "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" on the date hereof. THE DISTRICT DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED AREA OR THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. **CITY'S OBLIGATIONS:**

a) CITY shall be obligated to comply with, and agrees to be bound by, the provisions of the Policy, including the following obligations imposed on CITY as "the public agency" thereunder with respect to the Property as the "right-of-way" thereunder:

i. CITY's use shall not conflict with DISTRICT's use of Property, which is primarily for flood control purposes. All other uses of the Property shall be subordinate to flood control purposes. CITY shall compensate DISTRICT for

any increased costs and/or decreases in revenues caused by any granted secondary uses hereunder.

ii. Use of Licensed Area is limited to those uses and locations that are compatible with DISTRICT operation and maintenance activities. All proposed uses hereunder are subject to prior written approval by DISTRICT in each instance and must be compatible with the use and maintenance needs of DISTRICT, as determined by DISTRICT in DISTRICT's sole discretion.

iii. CITY shall establish rules and regulations for the general public's use of Licensed Area. Such rules and regulations shall be subject to DISTRICT's prior written approval. CITY is responsible for ensuring that members of the public and all other authorized users of Licensed Area abide by such rules and regulations, and that use of Licensed Area is at all times in compliance with the terms and conditions of this Agreement and all applicable laws and regulations.

iv. Any damage to DISTRICT facilities or property arising from this Agreement shall be repaired forthwith, at CITY's sole expense.

b) CITY shall maintain and repair Licensed Area at its sole cost and expense. If CITY fails to maintain or repair Licensed Area as required by this Section 3.b), then the DISTRICT shall have the right, but not the obligation, to perform said maintenance and repair at the sole cost and expense of CITY. All costs of such repair or replacement shall be due and payable to DISTRICT by CITY on demand. Such maintenance activities shall include, but shall not be limited to, litter and graffiti abatement. CITY improvements and maintenance activities on Licensed Area shall be designed and carried out in accordance with DISTRICT standards and subject to DISTRICT approval.

c) CITY shall not construct or authorize any improvements on Licensed Area without the prior written consent of DISTRICT. CITY shall be responsible for any and all construction, inspection, repair, and maintenance costs associated with CITY-constructed improvements for the project on Licensed Area. For purposes of this Agreement, "CITY-constructed improvements" shall include improvements constructed on behalf of CITY. Any and all CITY-constructed improvements on Licensed Area shall be constructed in a good and high-quality manner and in compliance with the permits and applicable statutes, ordinances, rules, and regulations of all governing public authorities, as those statutes, ordinances, rules, and regulations are amended from time to time.

d) CITY shall install appropriate information and warning signs related to the use of Licensed Area.

e) CITY agrees to the insurance and indemnification provisions set forth in Exhibit "D," attached hereto and incorporated herein by this reference.

f) CITY shall obtain and maintain, at its sole cost and expense, all applicable approvals, permits, or licenses required by any governmental authority which are required for CITY's permitted use of Licensed Area hereunder. Any and all conditions of such permits which may affect Property shall be subject to prior written approval by DISTRICT. CITY shall, at its sole cost and expense, at all times during the term of this Agreement

comply with all applicable County, State and Federal laws, ordinances, rules, regulations, and requirements now in effect or which may hereafter be in effect during the term of this Agreement. The judgment of any court of competent jurisdiction, or the admission of CITY in any action or proceeding against CITY, whether DISTRICT is a party thereto or not, that CITY has violated any such ordinance or statute, shall be conclusive of that fact as between CITY and DISTRICT.

4. **LIMITATION OF LIABILITY:** DISTRICT shall not be responsible for any obstruction of or damage to the Licensed Area, or to any associated improvements, associated with DISTRICT'S use of Property for flood control purposes and/or work in the Franklin Channel. DISTRICT, however, shall employ best practices to mitigate damages and obstructions to the Path, and shall provide advance notice to CITY in the event DISTRICT intends to intentionally obstruct the Path.

5. **ADMINISTRATION:** The provisions of this Agreement shall be administered and enforced by the Santa Barbara County Director of Public Works or assignee.

6. **NOTICES:** Any notice to be given to a party hereto shall be in writing and shall be delivered, either personally or by United States Postal Service prepaid mail or nationally recognized overnight courier, to the address for such party as follows:

DISTRICT: Santa Barbara County Flood Control and Water Conservation District
130 East Victoria Street
Santa Barbara, CA 93101

CITY: City of Carpinteria
City Manager
5775 Carpinteria Avenue
Carpinteria, CA 93013

Or at such other address or to such other person that such party may from time to time designate in accordance with this Section 6. The date of mailing, or in the event of personal delivery, the date of delivery, of such notice shall constitute the date of delivery of such notice.

7. **LICENSE PERIOD; TERMINATION:** The "License Period" for Licensed Area shall commence on the effective date hereof and shall be subject to termination as hereafter provided.

This Agreement shall be revocable by either party hereto at any time during License Period; provided that the terminating party delivers to the non-terminating party thirty (30) days' prior written notice of its election to terminate. Such termination notice shall state the date of termination and shall be sent in accordance with the notice requirements set forth in Section 6, above. CITY's termination right is subject to no default by CITY existing under this Agreement at the time such termination notice is sent and on the actual termination date.

DISTRICT shall have the right to suspend or terminate this Agreement upon written notice to CITY if, in DISTRICT'S sole opinion, Licensed Area and/or CITY-constructed improvements within Licensed Area are not adequately maintained, the use of the Licensed Area permitted hereunder becomes incompatible with DISTRICT activities, or if the interests of DISTRICT and/or County should so require.

8. **NON-ASSIGNMENT:** CITY shall not assign, transfer, or subcontract this Agreement or the License, or any of its rights or obligations under this Agreement, without the prior written consent of DISTRICT in each instance, and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect, and shall constitute grounds for immediate termination of the License and this Agreement by DISTRICT.

9. **SURVIVAL:** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration, including indemnification and limitation of liability provisions.

10. **ENTIRE AGREEMENT; AMENDMENT; COUNTERPARTS**: This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties hereto, either oral or written, of any character or nature thereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, duly executed by both of the parties to this Agreement, and by no other means. Each party hereto waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

IN WITNESS WHEREOF, DISTRICT and CITY have executed this Agreement by their respective authorized officers as set forth below to be effective as of the first date fully executed by all of the parties hereto.

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

SANTA BARBARA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

By: _____
Scott McGolpin, Public Works Director
and District General Manager

APPROVED AS TO FORM:
GREG MILLIGAN, ARM
RISK MANAGER

By: _____
Greg Milligan

Signatures continued on the next page

ATTEST:
CITY CLERK

By: _____
Brian Barrett, CMC, CPMC

Date: _____

CITY OF CARPINTERIA

By: _____
Dave Durflinger, City Manager

Date: _____

APPROVED AS TO FORM:

_____
Jena S. Acos, on behalf of Brownstein
Hyatt Farber Schreck, LLP acting as
CITY ATTORNEY for City of Carpinteria

EXHIBIT A
MAP SHOWING THE PROPERTY

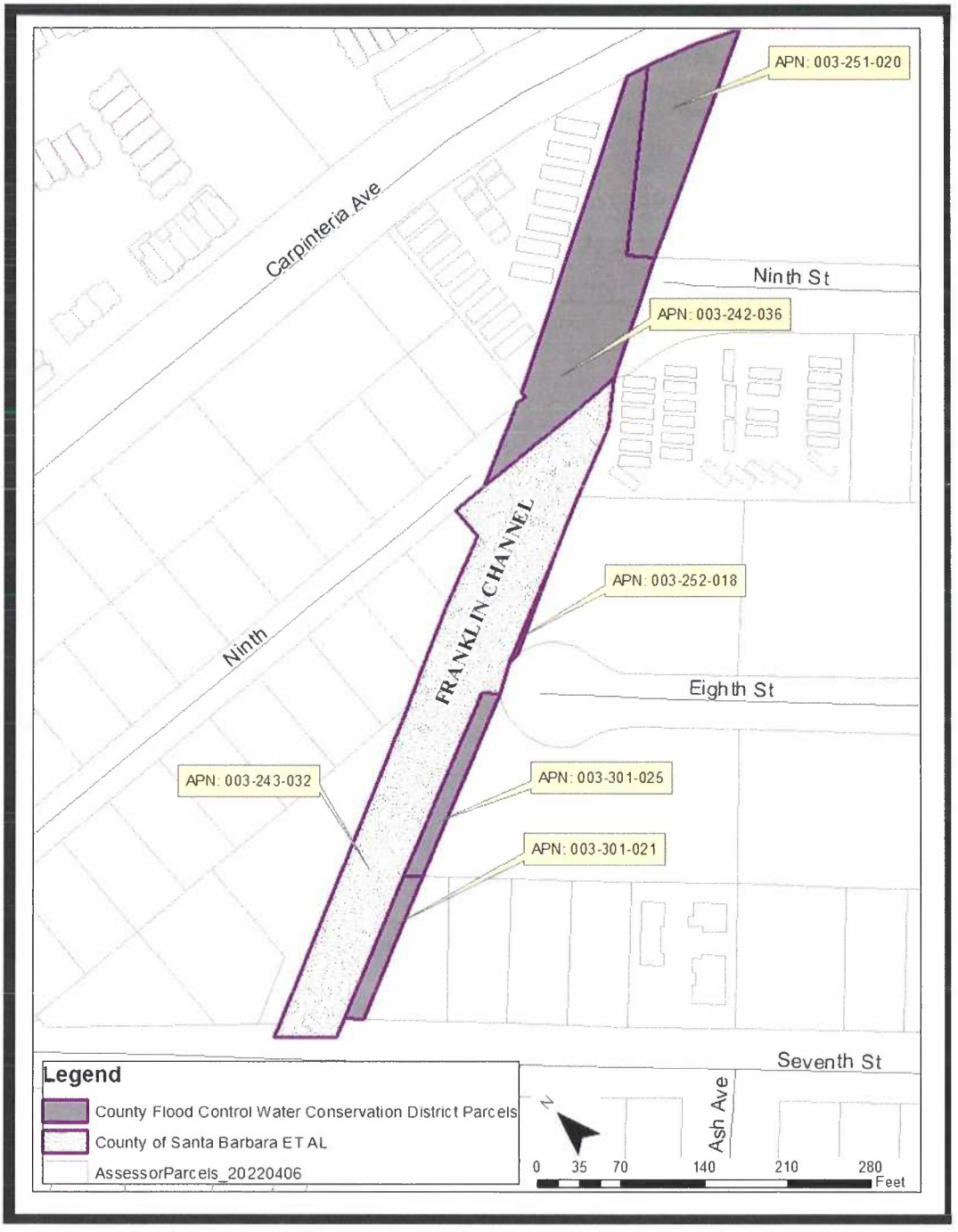


EXHIBIT B

"A POLICY FOR SECONDARY USES OF FLOOD CONTROL AND WATER CONSERVATION FACILITIES FOR BIKEWAY AND RECREATION PURPOSES" OF THE BOARD OF DIRECTORS OF THE SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

In order to maximize the public benefit and public convenience, it is the policy of the Santa Barbara County Flood Control District ("District") that the secondary use of Flood Control property for recreational and trail purposes shall be encouraged. To this end, the District may license or permit the use of a right-of-way for development and use for bicycle, hiking and riding trails, and other park and recreation purposes, under the following criteria and conditions:

1. A public agency empowered to engage in and finance the proposed park and/or recreation use shall enter into a formal written agreement with District regarding such use. District reserves the right to deny such use at its sole discretion. The public agency shall pay all District costs for developing such agreement.

2. The public agency's use shall not conflict with District's use of its rights- of-way, which is primarily for flood control purposes. All other uses shall be subordinate to flood control purposes. The public agency shall compensate the District for any increased costs and/or decreases in revenues associated with any granted secondary uses.

3. Joint use of District fee property and/or right-of-way are limited to those uses and locations that are compatible with District operation and maintenance activities.

4. The cost of any improvements and associated maintenance necessary to accommodate the public agency's use shall be borne by that agency. Such improvements and maintenance activities shall be designed and carried out in accordance with District standards subject to District approval. Such maintenance activities shall include any litter and graffiti abatement.

5. The public agency shall establish rules and regulations for public use of District's rights-of-way. Such rules and regulations shall be subject to District's approval.

6. Where District's interest in its right-of-way is less than fee ownership, the public agency shall secure written permission from the fee owner for its intended use.

7. The public agency shall secure all other required permits for the intended use from any other agencies having jurisdiction. Any and all conditions of such permits which may affect the District's property shall be approved by District.

8. Any changes to District facilities necessary to accommodate the public agency's use shall be made, and any damage to District facilities arising from the public agency's use shall be repaired forthwith, at the public agency's sole expense.

9. District shall not be liable for any damage to improvements made by the public agency which arise from District's use of its rights-of-way for flood control purposes, including changes which the District may make to its facilities.

10. District shall not be liable for any injury or damage to persons or property arising out of the use of its rights-of-way for park and recreation purposes.

11. The public agency shall defend, indemnify and hold harmless District against any and all claims or lawsuits arising out of or connected with the use of District's rights-of-way for park, recreation, or other uses. Such indemnification language in the agreement shall be in a form acceptable to County Counsel and Risk Management.

12. All proposed uses are subject to approval by District and must be compatible with the use and maintenance needs of District.

13. Recreational facilities planned along a flood control facility either constructed by, or in cooperation with a federal agency, must receive approval from the federal agency in addition to District. Federal requirements may specify whether a license or permit will be issued.

14. Only approved uses will be granted a license or permit for the use. District reserves the right to suspend or revoke a license or permit if, in District's sole opinion, the permitted activities become incompatible with District activities or if the interests of District should so require.

EXHIBIT C
MAP SHOWING APPROXIMATE LOCATION OF TRAIL-LICENSED AREA



Source: Google Maps. 2022

EXHIBIT D
Indemnification and Insurance Requirements

INDEMNIFICATION

CITY shall defend (with counsel reasonably approved by DISTRICT), indemnify and hold harmless DISTRICT, County, and their respective officers, officials, agents, volunteers, and employees from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgements and liabilities relating to this Agreement or the performance or attempted performance of the provisions hereof, whether directly or indirectly, including, but not limited to, the acts, errors or omissions of any person or entity (collectively, "Claims"), except where such indemnification is prohibited by law; provided, however, that Claims shall not include any claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities resulting from the sole or gross negligence or willful misconduct of DISTRICT.

NOTIFICATION OF INCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CITY shall immediately notify DISTRICT in the event of any accident, injury, or Claims relating to this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

Without limiting CITY's indemnification of County as provided in this Agreement, CITY shall procure and maintain for the duration of the Agreement insurance against Claims for injuries to persons or damages to property which may arise from or in connection with the use of the Licensed Area, including the following required insurance coverages, at CITY's sole cost and expense ("Insurance Coverages"). Insurance Coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of County. Failure to comply with the insurance requirements set forth in this Agreement shall constitute default under this Agreement by CITY. Upon request by County, CITY shall provide to County within ten (10) working days a certified copy of the insurance policy or policies evidencing the Insurance Coverage(s) specified in such request.

A. Minimum Scope of Insurance
   Coverage shall be at least as broad as:

   1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
   2. **Workers' Compensation**: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

3. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CITY has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.
4. **Property Insurance**: against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision

If CITY maintains higher limits than the minimums shown above, DISTRICT requires and shall be entitled to coverage for the higher limits maintained by CITY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

B. Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – DISTRICT, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CITY including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CITY'S insurance at (least as broad as ISO Form CG 20 10).
2. **Primary Coverage** – For any claims related to this contract, CITY'S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects DISTRICT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by DISTRICT, its officers, officials, employees, or volunteers shall be excess of CITY'S insurance and shall not contribute with it.
3. **Legal Liability Coverage** – The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the Property.
4. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to DISTRICT.
5. **Waiver of Subrogation Rights** – CITY hereby grants to DISTRICT a waiver of any right to subrogation which any insurer of said CITY may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. CITY agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not DISTRICT has received a waiver of subrogation endorsement from the insurer.
6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. DISTRICT may require CITY to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
7. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

8. **Verification of Coverage** – CITY shall furnish DISTRICT with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to DISTRICT before occupying the premises. However, failure to obtain the required documents prior to the work beginning shall not waive CITY'S obligation to provide them. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, DISTRICT has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by DISTRICT as a material breach of contract.
10. **Special Risks or Circumstances** – DISTRICT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CITY agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of DISTRICT to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of DISTRICT.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
August 28, 2023

ITEM FOR COUNCIL CONSIDERATION

Real Property License Agreement concerning the Carpinteria High School Area Crosswalk Safety Improvement Project.

STAFF RECOMMENDATION

Authorize the City Manager to execute a Real Property License Agreement with the Santa Barbara County Flood Control and Water Conservation District for the Carpinteria High School Area Crosswalk Safety Improvement Project.

Sample Motion: I move to authorize the City Manager to execute a Real Property License Agreement with the Santa Barbara County Flood Control and Water Conservation District for the Carpinteria High School Area Crosswalk Safety Improvement Project. *(This motion requires a roll call vote.)*

BACKGROUND

The Carpinteria High School Area Crosswalk Safety Improvement Project is currently under design in the preliminary engineering plan phase. As part of this phase, right-of-way acquisitions are also in progress. The project location is proposed to be partially situated on both a Santa Barbara County Flood Control and Water Conservation District (County) parcel and the State of California right-of-way of State Route 192/Foothill Road. The right-of-way acquisitions involve individual agreements with the County and State of California, respectively.

The purpose of this agenda item is for the City Council to authorize the City Manager to execute a Real Property License Agreement (Agreement) with the Santa Barbara County Flood Control and Water Conservation District for the Carpinteria High School Area Crosswalk Safety Improvement Project. An agenda item of the draft State of California agreement will be presented to the City Council at a future meeting.

DISCUSSION

The project location is partially on the County parcel of Assessor Parcel Number 004-006-074. In order for the project to legally do so, the County does require for the City to execute the Agreement. A copy of the Agreement is shown as Attachment A. The

County parcel that is the Licensed Area is Exhibit B to the Agreement. The Agreement, approved, would allow for the signal improvements as well as formalize authorization for the existing Franklin Creek Trail improvements between Meadow View Lane and State Route 192/Foothill Road.

The Agreement also describes the City's responsibilities for the maintenance and operation of the trail improvements on county property. The draft County Use Agreement was reviewed by the City Attorney's Office, which found no exceptions.

On March 23, 2023, the Public Facility Site Acquisition/Development Committee reviewed the proposed County Use Agreement and recommended it for consideration by the City Council.

POLICY CONSISTENCY

Consummating the Agreement will allow for work to proceed on a signal project that will serve to enhance Franklin Creek Trail, including the pedestrian crossing at State Route 192, improving safety for pedestrians and bicyclists on a school route. The recommendation may be found consistent with the following objectives and policies of the General Plan and Local Coastal Plan:

Circulation Element

Objective C-7: Build demand for alternative transportation use by increasing ease, effectiveness, and social acceptability, and through foresighted planning.

Policies:

C-7b. Develop safe and direct pedestrian accessibility between residential areas, schools, parks, and shopping areas in both new and existing urban areas.

Objective C-8: Support and develop safe, direct and well-maintained bicycle and pedestrian systems and recreational boating facilities that serve all segments of the public.

Policies:

C-8a. Integrate the development of bicycle routes and pedestrian pathways in additional areas of the city, and encourage the utilization of such routes for commuting as well as recreational purposes.

C-8f. Encourage pedestrian movement by providing pedestrian facilities that are direct and convenient, particularly in the beach and downtown areas.

Open Space, Recreation & Conservation Element

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

Policies:

OSC-14a. Increase coastal and recreational access for all segments of the population, including the disabled and elderly, while protecting natural resources, particularly environmentally sensitive habitat areas.

Objective OSC-15: Maintain the existing trail system and provide additional recreation and access opportunities by expanding the trail system.

Policies:

OSC-15a. The City's trail system shall be maintained and expanded upon based upon Figure C-3, the Trails Map, and, if approved by the Coastal Commission in an amendment to its Local Coastal Plan, the Trails Master Plan or similar implementing document.

OSC-15b. Support enhancement of access trails along creekways designated as open space up to the foothills of the Santa Ynez mountain range. This should include exploring trail development for public use along the Edison easement behind Carpinteria High School, ending on the first ridge above the city. This should be linked to the old Franklin trail, leading to the ridge up to East Camino Cielo. Trail restoration and enhancement of easement areas should be pursued to restore the natural beauty along these trails by negotiating with property owners, the school district, and the National Forest, to redesign trails and adopt protective fencing methods.

Finally, the recommendation is consistent with the adopted Capital Improvement Plan[1].

FINANCIAL CONSIDERATIONS

No additional funding is being requested for the recommendation. The Carpinteria High School Area Crosswalk Safety Improvement Project is programmed in the City's Fiscal Year 2023/24 Capital Improvement Program Budget. The programmed funding sources includes the annual formula funding allocation of Measure A and Measure X funding. Further, the project is programmed in the Revised Measure A Five-Year Local Program of Projects as approved by the City Council on May 22, 2023 (Resolution No. 6243).

The future ongoing maintenance cost will be budgeted as a part of the facilities maintenance program in future fiscal years.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

[1] City Council Resolution No. 6153

The City Attorney's Office reviewed the proposed County Use Agreement and finds no exceptions to it as to form.

OPTIONS

1. Authorize the City Manager to execute a Secondary Use Agreement with the Santa Barbara County Flood Control and Water Conservation District for the Carpinteria High School Area Crosswalk Safety Improvement Project. (Staff recommendation)
2. The City Council could choose not to consider the staff recommendation. However, non-action would delay the project.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no parties expected at this meeting.

ATTACHMENTS

Attachment A: Real Property License Agreement: Secondary Use of Flood Control Land 12A-10.1

Staff contact:
John L. Ilasin, Public Works Director
(8050 880-3402; johni@carpinteriaca.gov

Signature

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

Signature

ATTACHMENT A

Real Property License Agreement: Secondary Use of Flood Control Land 12A-10.1

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Project: City of Carpinteria
Carpinteria High School Area
Crosswalk Safety
Improvements Project
APN: 004-006-074

REAL PROPERTY LICENSE AGREEMENT;
SECONDARY USE OF FLOOD CONTROL LAND
12A-10.1

THIS REAL PROPERTY LICENSE AGREEMENT ("Agreement") is made by and between the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district (hereinafter the "DISTRICT"), and the City of Carpinteria, a municipal corporation (hereinafter the "CITY"), with reference to the following:

WHEREAS, the DISTRICT holds fee ownership of that certain parcel of land in the County of Santa Barbara, City of Carpinteria, State of California, particularly described as APN 004-006-074 (hereinafter the "Property"); and

WHEREAS, the DISTRICT operates and manages flood control facilities on the Property known as the Franklin Channel; and

WHEREAS, on July 7, 1998, the DISTRICT's Board of Directors adopted Resolution No. 98-266, establishing a policy entitled "A Policy for Secondary Uses of Flood Control and Water Conservation Facilities for Bikeway and Recreational Purposes," which is attached hereto as Exhibit "A" and incorporated herein by this reference ("Policy"), that provides the DISTRICT may license or permit the use of a right-of-way on Flood Control property for development and use for bicycle, hiking and riding trails, and other park and recreation purposes; and

WHEREAS, the CITY has constructed, owns and maintains the Franklin Trail on the Property ("Franklin Trail"), subject to that certain License Agreement by and between the CITY and the DISTRICT dated on or about the date hereof ("Trail License Agreement"); and

WHEREAS, the CITY has requested a pedestrian crosswalk realignment at Franklin Trail connecting to Carpinteria High School ("Crosswalk"), and desires to use a portion of the District's parcel for public crosswalk purposes while continuing to license and maintain the remainder of the Franklin Trail on the Property in accordance with the Trail License Agreement; and

WHEREAS, the DISTRICT has determined that it is in the public interest to allow continued public use of the Crosswalk and the remainder of the Franklin Creek Trail in order to provide Santa Barbara County ("County") residents with access and recreational opportunities; and

WHEREAS, in accordance with California Government Code Section 25526.6, and Section 12A-10.1 of the Santa Barbara County Code, the Director of Public Works has found that

the establishment of such a license is in the public interest and will not substantially conflict or interfere with the use of the Property by the County; and

WHEREAS, the CITY desires to enter into a license agreement with the DISTRICT for maintenance and public use of the Crosswalk and the Franklin Creek Trail while complying with the DISTRICT'S policy on secondary use of property owned by the District.

NOW, THEREFORE, subject to the criteria and conditions set forth in the Policy, and in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY AND LICENSE AREA LOCATION:** The DISTRICT holds fee ownership of the Property and operates a portion of the Franklin Channel thereon. The DISTRICT acquired the Property for flood control purposes via Grant Deeds recorded on November 3, 1968, as Instrument number 35409, Book 2251, Page 1091, and on March 13, 1975, as Instrument number 7730, Book 2556, Page 156, in the office of the Santa Barbara County Recorder. The location of the Crosswalk is depicted in Exhibit "B," attached hereto and incorporated herein by reference ("Licensed Area").

2. **LICENSE:** The DISTRICT hereby grants to the CITY, and the CITY hereby accepts, a revocable, nonexclusive license ("License") for secondary use of the Licensed Area for pedestrian access by the public, subject to the terms and conditions set forth in this Agreement. The License also allows the City to enter, access, improve, and maintain the License Area. The parties hereto do not intend to create a lease or any other interest in real property for the CITY through this Agreement, and the parties hereto only intend to create a license that is revocable at will by either the DISTRICT or the CITY as provided herein.

The CITY has inspected the Licensed Area and agrees to accept the Licensed Area "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" on the date hereof. THE DISTRICT DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED AREA OR THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. **CITY'S OBLIGATIONS:**

a) The CITY shall be obligated to comply with, and agrees to be bound by, the provisions of the Policy, including the following obligations imposed on the CITY as "the public agency" thereunder with respect to the Property as the "right-of-way" thereunder:

i. The CITY's use shall not conflict with the DISTRICT's use of the Property, which is primarily for flood control purposes. All other uses of the Property shall be subordinate to flood control purposes. The CITY shall compensate the DISTRICT for any increased costs and/or decreases in revenues associated with any granted secondary uses hereunder.

ii. Use of the Licensed Area is limited to those uses and locations that are compatible with DISTRICT operation and maintenance activities. All proposed uses hereunder are subject to approval by the DISTRICT and must be compatible with the use and maintenance needs of the DISTRICT.

iii. The CITY shall establish rules and regulations for use of the Licensed Area. Such rules and regulations shall be subject to DISTRICT's approval. The CITY is responsible for ensuring that the public and all other authorized users of the Licensed Area abide by such rules and regulations, and that use of the Licensed Area is at all times in compliance with the terms and conditions of this Agreement.

iv. ~~7.~~ Any damage to DISTRICT facilities arising from the CITY's use shall be repaired forthwith, at the CITY's sole expense.

b) The CITY shall maintain and repair the Licensed Area at its sole cost and expense. If CITY fails to maintain or repair the Licensed Area as required by this Section 3.b), then the DISTRICT shall have the right, but not the obligation, to perform said maintenance and repair at the sole cost and expense of the CITY. All costs of such repair or replacement shall be due and payable to the DISTRICT by the CITY on demand. Such maintenance activities shall include, but shall not be limited to, litter and graffiti abatement. CITY improvements and maintenance activities on the Licensed Area shall be designed and carried out in accordance with DISTRICT standards and subject to DISTRICT approval.

c) The CITY shall not construct or authorize any improvements on the Licensed Area without the prior written consent of the DISTRICT. The CITY shall be responsible for any and all construction, inspection, repair, and maintenance costs associated with CITY-constructed improvements on the Licensed Area. For purposes of this Agreement, "CITY-constructed improvements" shall include improvements constructed on behalf of the CITY. Any and all CITY-constructed improvements on the Licensed Area shall be constructed in a good and high-quality manner and in compliance with the permits and applicable statutes, ordinances, rules, and regulations of all governing public authorities, as those statutes, ordinances, rules, and regulations are amended from time to time.

d) The CITY shall install appropriate information and warning signs related to the use of the Licensed Area.

e) The CITY agrees to the insurance and indemnification provisions set forth in Exhibit "C," attached hereto and incorporated herein by this reference.

f) The CITY shall obtain and maintain, at its sole cost and expense, all applicable approvals, permits, or licenses required by any governmental authority which are required for the CITY's permitted use of the Licensed Area hereunder. Any and all conditions of such permits which may affect the Property shall be subject to prior written approval by the DISTRICT. The CITY shall, at its sole cost and expense, at all times during the term of this Agreement comply with all applicable County, State and Federal laws, ordinances, rules, regulations, and requirements now in effect or which may hereafter be in effect during the term of this Agreement. The judgment of any court of competent jurisdiction,

or the admission of the CITY in any action or proceeding against the CITY, whether the DISTRICT is a party thereto or not, that the CITY has violated any such ordinance or statute, shall be conclusive of that fact as between the CITY and the DISTRICT.

4. **LIMITATION OF LIABILITY:** The DISTRICT shall not be responsible for ANY obstruction of or damage to the Trail or the Licensed Area or to any associated improvements, including, but not limited to, obstruction or damage associated with the DISTRICT'S use of the Property, including, but not limited to, the Licensed Area, for flood control purposes and/or work in the Franklin Channel.

5. **ADMINISTRATION:** The provisions of this Agreement shall be administered and enforced by the Santa Barbara County Director of Public Works or assignee.

6. **NOTICES:** Any notice to be given to a party hereto shall be in writing and shall be delivered, either personally or by United States Postal Service prepaid mail or nationally recognized overnight courier, to the address for such party as follows:

DISTRICT: County of Santa Barbara, Public Works
Flood Control and Water Conservation District
130 East Victoria Street
Santa Barbara, CA 93101

CITY: City of Carpinteria
City Manager
5775 Carpinteria Avenue
Carpinteria, CA 93013

Or at such other address or to such other person as such party may from time to time designate in accordance with this Section 6. The date of mailing, or in the event of personal delivery, the date of delivery, of such notice shall constitute the date of delivery of such notice.

7. **LICENSE PERIOD; TERMINATION:** The "License Period" for the Licensed Area shall commence on the effective date hereof and shall be subject to termination as hereafter provided.
This Agreement shall be revocable by either party hereto at any time during the License Period; provided that the terminating party delivers to the non-terminating party thirty (30) days' prior written notice of its election to terminate. Such termination notice shall state the date of termination and shall be sent in accordance with the notice requirements set forth in Section 6, above. The CITY's termination right is subject to no default by the CITY existing under this Agreement at the time such termination notice is sent and on the actual termination date.

The DISTRICT shall have the right to suspend or terminate this Agreement upon written notice to the CITY if, in the DISTRICT'S sole opinion, the Licensed Area and/or CITY-constructed improvements on the Licensed Area are not adequately maintained, the use of the Licensed Area permitted hereunder becomes incompatible with DISTRICT activities, or if the interests of the DISTRICT and/or the County of Santa Barbara should so require.

8. **NON-ASSIGNMENT:** The CITY shall not assign, transfer, or subcontract this Agreement or the License, or any of its rights or obligations under this Agreement, without the prior written consent of the DISTRICT in each instance, and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for immediate termination of the License and this Agreement by the DISTRICT.

9. **SURVIVAL:** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration, including indemnification and limitation of liability provisions.

10. **ENTIRE AGREEMENT; AMENDMENT; COUNTERPARTS:** This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties hereto, either oral or written, of any character or nature thereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, duly executed by both of the parties hereto, and by no other means. Each party hereto waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

IN WITNESS WHEREOF, DISTRICT and CITY have executed this License Agreement by their respective authorized officers as set forth below to be effective as of the first date fully executed by all of the parties hereto.

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

SANTA BARBARA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

By: _____
Scott McGolpin, Public Works Director
and District General Manager

APPROVED AS TO FORM:
GREG MILLIGAN, ARM
RISK MANAGER

By: _____
Greg Milligan

Signatures continued on the next page

ATTEST:

By: _____
City Clerk: Brian Barrett, CMC, CPMC

Date: _____

CITY OF CARPINTERIA

By: _____
Dave Durflinger, City Manager

Date: _____

APPROVED AS TO FORM:

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

EXHIBIT B
MAP SHOWING THE LICENSED AREA

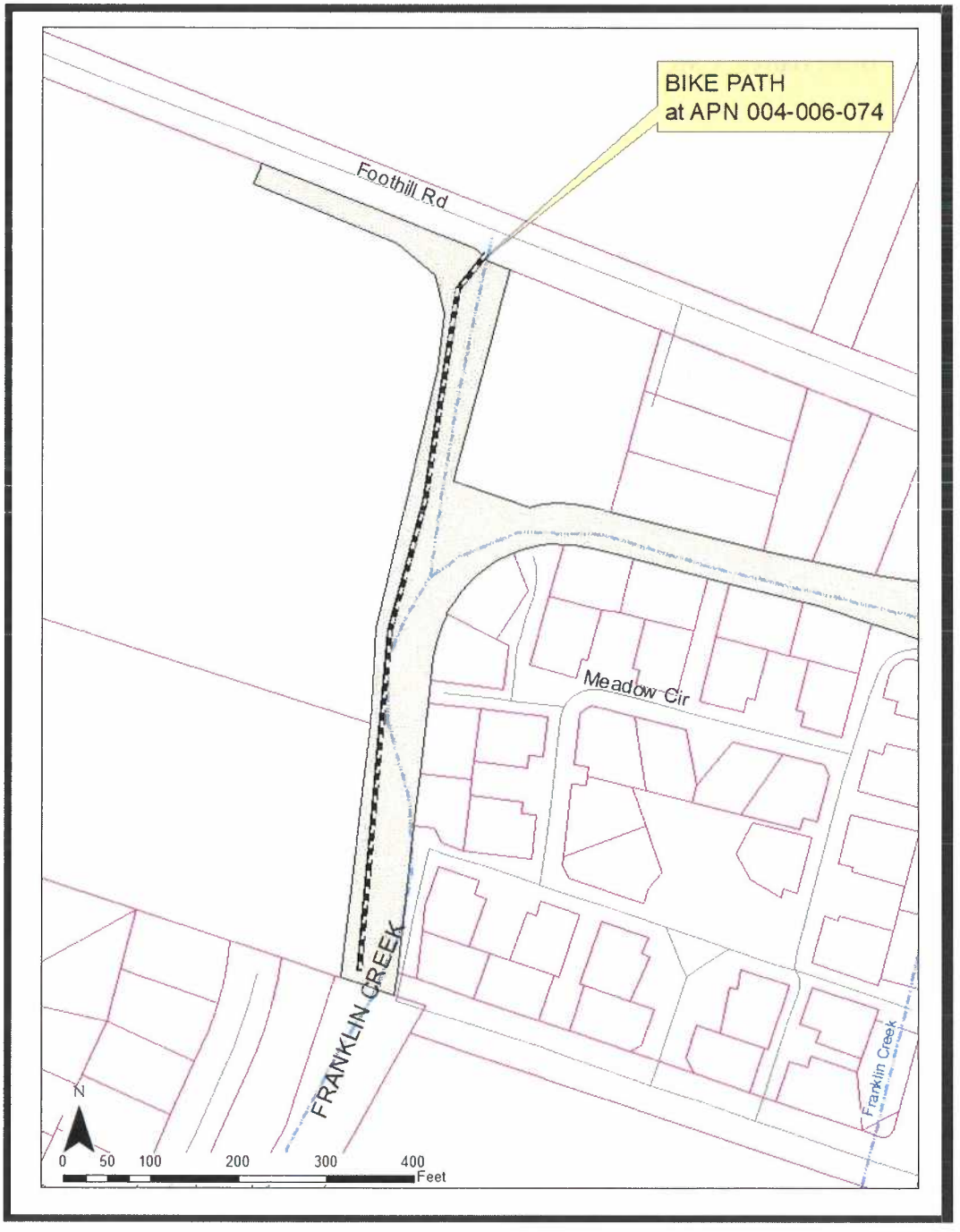


EXHIBIT A

"A POLICY FOR SECONDARY USES OF FLOOD CONTROL AND WATER CONSERVATION FACILITIES FOR BIKEWAY AND RECREATION PURPOSES" BY THE BOARD OF DIRECTORS OF THE SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

In order to maximize the public benefit and public convenience, it is the policy of the Santa Barbara County Flood Control District that the secondary use of Flood Control property for recreational and trail purposes shall be encouraged. To this end, the District may license or permit the use of a right-of-way for development and use for bicycle, hiking and riding trails, and other park and recreation purposes, under the following criteria and conditions:

1. A public agency empowered to engage in and finance the proposed park and/or recreation use shall enter into a formal written agreement with the District regarding such use. The District reserves the right to deny such use at its sole discretion. The public agency shall pay all District costs for developing such agreement.

2. The public agency's use shall not conflict with the District's use of its rights-of-way, which is primarily for flood control purposes. All other uses shall be subordinate to flood control purposes. The public agency shall compensate the District for any increased costs and/or decreases in revenues associated with any granted secondary uses.

3. Joint use of District fee property and/or right-of-way are limited to those uses and locations that are compatible with District operation and maintenance activities.

4. The cost of any improvements and associated maintenance necessary to accommodate the public agency's use shall be borne by that agency. Such improvements and maintenance activities shall be designed and carried out in accordance with District standards subject to District approval. Such maintenance activities shall include any litter and graffiti abatement.

5. The public agency shall establish rules and regulations for public use of the District's rights-of-way. Such rules and regulations shall be subject to District's approval.

6. Where the District's interest in its right-of-way is less than fee ownership, the public agency shall secure written permission from the fee owner for its intended use.

7. The public agency shall secure all other required permits for the intended use from any other agencies having jurisdiction. Any and all conditions of such permits which may affect the District's property shall be approved by the District.

8. Any changes to District facilities necessary to accommodate the public agency's use shall be made, and any damage to District facilities arising from the public agency's use shall be repaired forthwith, at the public agency's sole expense.

9. The District shall not be liable for any damage to improvements made by the public agency which arise from the District's use of its rights-of-way for flood control purposes, including changes which the District may make to its facilities.

10. The District shall not be liable for any injury or damage to persons or property arising out of the use of its rights-of-way for park and recreation purposes.

11. The public agency shall defend, indemnify and hold harmless the District against any and all claims or lawsuits arising out of or connected with the use of the District's rights-of-way for park, recreation, or other uses. Such indemnification language in the agreement shall be in a form acceptable to County Counsel and Risk Management.

12. All proposed uses are subject to approval by the District and must be compatible with the use and maintenance needs of the District.

13. Recreational facilities planned along a flood control facility either constructed by, or in cooperation with a federal agency, must receive approval from the federal agency in addition to the District. Federal requirements may specify whether a license or permit will be issued.

14. Only approved uses will be granted a license or permit for the use. The District reserves the right to suspend or revoke a license or permit if, in the District's sole opinion, the permitted activities become incompatible with District activities or if the interests of the District should so require.

EXHIBIT C
Indemnification and Insurance Requirements

INDEMNIFICATION

The CITY shall defend (with counsel reasonably approved by the DISTRICT), indemnify and hold harmless the DISTRICT, the County of Santa Barbara, and their respective officers, officials, agents, volunteers, and employees from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgements and liabilities relating to this Agreement or the performance or attempted performance of the provisions hereof, whether directly or indirectly, including, but not limited to, the acts, errors or omissions of any person or entity (collectively, "Claims"), except where such indemnification is prohibited by law; provided, however, that Claims shall not include any claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities resulting from the sole or gross negligence or willful misconduct of the DISTRICT.

NOTIFICATION OF INCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

The CITY shall immediately notify the DISTRICT in the event of any accident, injury, or Claim relating to this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

Without limiting the CITY's indemnification of the COUNTY as provided in this Agreement, the CITY shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the Licensed Area, including the following required insurance coverages, at CITY's sole cost and expense ("Insurance Coverages"). All Insurance Coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Failure to comply with the insurance requirements set forth in this Agreement shall constitute default under this Agreement by the CITY. Upon request by the COUNTY, the CITY shall provide to COUNTY within ten (10) working days a certified copy of the insurance policy or policies evidencing the Insurance Coverage(s) specified in such request.

A. Minimum Scope of Insurance
Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation**: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
3. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the CITY has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

4. **Property Insurance**: against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision

If the CITY maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the CITY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – The DISTRICT, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CITY including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CITY'S insurance at (least as broad as ISO Form CG 20 10).
2. **Primary Coverage** – For any claims related to this contract, the CITY'S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the DISTRICT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, or volunteers shall be excess of the CITY'S insurance and shall not contribute with it.
3. **Legal Liability Coverage** – The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the Property.
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6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. The DISTRICT may require the CITY to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
7. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
8. **Verification of Coverage** – CITY shall furnish the DISTRICT with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to DISTRICT before occupying the premises. However, failure to obtain the required documents prior to the work beginning shall not waive the CITY'S obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, DISTRICT has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by DISTRICT as a material breach of contract.

10. **Special Risks or Circumstances** – DISTRICT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CITY agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of DISTRICT to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of DISTRICT.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
August 28, 2023

ITEM FOR COUNCIL CONSIDERATION

Participation in the Sustainable Community Network Program for residential solar and battery storage.

STAFF RECOMMENDATION

Authorize the City Manager to execute a Program Participation Agreement with Electriq Power, Inc, for the City to participate in the Sustainable Community Network Program.

Sample Motion: I move to authorize the City Manager to execute a Program Participation Agreement with Electriq Power, Inc, for the City to participate in the Sustainable Community Network Program.

BACKGROUND

The City of Carpinteria (City) is located at the end of Southern California Edison's (SCE) electrical distribution grid. Due to the unique topography of the south coast of Santa Barbara County, the transmission lines that deliver electricity are located in areas at risk of being impacted by wildfire, debris flows, and other natural disasters. In the past such disasters have resulted in prolonged electrical outages when the two high-voltage 220/66kV transmission lines servicing the area stop preforming simultaneously. SCE can also conduct planned power outages known as Public Safety Power Shutdowns (PSPS) in an effort to reduce the likelihood of wildfires sparked by transmission line. Planned and unexpected power outages can occur throughout Carpinteria and the local region at any time and for multiple reasons, leaving communities without power, and individual electricity consumers have no recourse unless they are able to provide their own resilient, backup source of electricity, such as through solar and battery storage programs.

Climate change related weather extremes can also contribute to highly variable electricity use. Under extreme heat conditions, the electrical grid can become strained, resulting in rolling blackouts to ensure that there is not an overall power failure. These extreme conditions and the associated stress on the grid usually peak towards the evening hours, when solar generation declines and consumers are returning home,

increasing demand for electricity. When this occurs, Flex Alerts are issued and consumers are asked to adjust thermostats, unplug unused electronic devices, and turn off unnecessary lights. Power outages can be particularly harmful to communities facing barriers, such as people who rely on electricity for health reasons.

The City has identified promoting local renewable energy infrastructure as a priority in the Carpinteria Strategic Energy Plan to address both energy resilience and reliance in Carpinteria. Adopted in 2019, the key objectives identified in the Strategic Energy Plan (SEP) include identifying total resource potential for distributed solar development in Carpinteria on rooftops and parking lots; creating a list of priority sites for renewable energy development throughout Carpinteria; and developing a set of strategies to remove barriers to renewable energy development in diverse program areas ranging from drafting regulatory frameworks to creating new financing mechanisms.

The purpose of this staff report is to authorize the City Manager to execute a Program Participation Agreement with Electriq Power, Inc, for the City to support the Sustainable Community Network Program (Program) and create a fund dedicated to revenues collected above the required $15,000 escrow balance, for use on future clean energy projects and programs.

DISCUSSION

The Sustainable Community Network (SCN), created by Electriq Power, Inc., provides affordable, microgrid solutions to residents by providing solar and battery storage systems (behind the meter), at a known and contracted rate. The Program's focus is providing options for clean energy technology at no upfront cost, regardless of income level, allowing households without access to traditional financing instruments (such as credit ratings) to participate.

SCN provides a residential solar-microgrid (a behind–the-meter smart home battery and solar photovoltaic install) to participants through a Power Purchase Agreement (PPA). Unlike traditional PPA's, the SCN PPA has no FICO requirement, no property lien, and no deposit or other upfront cost, and is easy to buy out or transfer to a new property owner. SCN provides the Program through a partnership with a local stakeholder, in this case the City of Carpinteria, to ensure the PPA is validated and to support outreach in the local community.

The City of Santa Barbara was the first jurisdiction to partner with and endorse the Sustainable Community Network. Through the terms of the agreement negotiated between SCN and the City of Santa Barbara, 5% of the revenue that is generated by projects in the unincorporated County and incorporated cities that have not yet entered into an agreement with SCN is collected by Santa Barbara. City of Santa Barbara vetted this program, including requiring a rewrite of the Power Purchase Agreement that SCN enters into with participants to ensure that the program would not negatively impact residents.

Incorporated cities can enter into an agreement with SCN and begin collecting the 5% revenue share of projects that take place within their boundaries. This partnership is only available to incorporated cities and, to date, the City of Goleta has entered into an agreement with SCN.

If the City chooses to support the Program through City-specific branding, and collect a portion of the revenue share from projects that occur within City limits, it would need to enter into a Program Participation Agreement (Attachment A) with SCN. Under this agreement, the City would not be required to commit any funds to the program. Instead, once a specified minimum threshold balance in the revenue sharing escrow account is met, it would earn a 5% share of revenue from all PPAs entered into with SCN within the City. This escrow account threshold balance serves as a financial security against risk of customer late payment or default and allows the program to do away with any FICO requirement or property-specific lien. Use of this financial structure enables the PPA to be offered to the entire community, regardless of access to credit and traditional financial instruments. SCN has agreed to a five percent (5%) revenue share with a $15,000 minimum threshold balance for the City of Carpinteria.

The 5% revenue share begins to accrue into the escrow account as soon as the PPA payments begin and, although the exact timing is difficult to estimate precisely, SCN expects it will take between two and five years before it meets the minimum threshold and begins flowing to the City. This timing depends on the rates of default and the economics of the individual systems in the program. Even before the City begins to receive a revenue share, SCN would also have contributed to local investment and jobs, as well as local energy resilience and reliance measures.

It is important to note that the City would not be a direct party to the PPA between SCN and residential customers. A model PPA is attached to the Program Participation Agreement so participating residents can know whether the PPA they sign matches the one the City reviewed to ensure transparency and consistency. Should the City elect not to support the Program, SCN can still offer all Program elements to City residents; however, the City would not be able to collect any revenues from project that occur within City boundaries.

Should the City enter into a Program Participation Agreement with SCN, we would support the program through public outreach, marketing, newsletters, listing on the City website, etc. This outreach would direct interested residents to the program enrollment website that would be created with Carpinteria branding, and including Carpinteria's logo, similar to the ones created for Santa Barbara and Goleta.

The Utilities Subcommittee heard this item on July 28, 2023 and directed staff to bring an agreement before Council to enter into a Program Participation Agreement to support the Sustainable Community Network and to create a dedicated fund for revenue

collected over the minimum threshold balance, with the purpose of dedicating those funds to future clean energy projects and/or programs.

POLICY CONSISTENCY

Exploring energy purchase and delivery options that could encourage use of alternative energy sources can be found consistent with the City General Plan policies and implementation measures that are a part of the Conservation Element and aim to reduce air pollution and conserve natural resources. Entering an agreement with SCN is also consistent with the City's Sustainability Policy with regard to Environmental Stewardship and Energy Conservation, as well as Resolution No. 5908 – Carpinteria Strategic Energy Plan.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. Minimal staff time to prepare the report is included in the Adopted FY 2023-24 Resource Conservation Fund Budget.

There is no cost to the City by entering into the SCN program participation agreement. However, should the Council authorize participation, the City may accrue revenue as a program partner. For its participation in the program, 5% of the monthly revenue collected from the PPAs enrolled in SCN will be deposited into a bank account (Escrow) established and managed by Electriq Power for distribution to the City according to the terms and conditions detailed in the agreement. The revenue share for the applicable PPAs owed to the City would be deposited into Escrow, contingent upon conditions being met and maintained including a minimum balance of $15,000 (Threshold Balance). When the conditions are satisfied, the funds in Escrow would be distributed to the City in an account dedicated to future clean energy projects or programs.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney has reviewed the Program Participation Agreement and has no exceptions. They have also conducted a review of the Power Purchase Agreement and confirmed there is no risk to the property owner.

OPTIONS

The City Council could choose to:

1. Authorize the City Manager to execute a Program Participation Agreement with Electriq Power, Inc, for the City to participate in the Sustainable Community Network Program.
2. Direct staff concerning any changes as determined necessary.
3. Decline to approve the recommendation.

PRINCIPAL PARTIES EXPECTED AT MEETING

Stephen Honikman, Electriq Power

ATTACHMENTS

Attachment A: Sustainable Community Network Program Participation Agreement

Staff contact:
Erin Maker, Environmental Program Manager
(805) 880-3415; erinm@carpinteriaca.gov

Signature

Reviewed by:
John L. Ilasin, Public Works Director
(805) 880-3402; johni@carpinteriaca.gov

Signature

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

Signature

ATTACHMENT A

SUSTAINABLE COMMUNITY NETWORK PROGRAM PARTICIPATION AGREEMENT

This Sustainable Community Network Programmatic Participation Agreement ("Agreement") entered into on this day, August 28, 2023 is between the City of Carpinteria (the "**Participant**" or the "**City**"), a City in the State of California and Electriq Power Inc., ("**EP**") with a principal place of business of 1937 Davis St., A1, San Leandro, CA 94577, collectively, the "**Parties**".

RECITALS:

Whereas: EP's Sustainable Community Network Program is a Public-Private partnership that works with various stakeholders, such as Participant, to facilitate residential electricity customers in, or identifying with, the Participant's jurisdiction, entering into a Power Purchase Agreement (each a "**PPA**") to finance a behind-the-meter solar-residential microgrid (the "**System**"), without the need for typical credit checks or property liens as a means to establish the eligibility of a customer (the "**Program**"); and,

Whereas: Participant wishes to participate in the Program, including an endorsement that the PPA or PPAs have no credit check requirement as a means to establish the eligibility of a customer or property liens associated with it, as well as other potential programmatic services that may enhance the Program, for the benefit of local residents and community; and,

Whereas: Participation in this Public-Private partnership may enable Participant to adopt, advance, and achieve various local sustainability, resiliency, and climate change goals, as well as receive a share of the PPA revenue as set forth below; and,

Whereas: the Parties understand their collective involvement as described in the Agreement is important for the Program's success and it is the intent of the Parties to share PPA revenue as described below to bring about the shared programmatic goals of bringing sustainable and resilient energy to local communities;

NOW, THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, the Parties hereby agree as follows:

1. **Programmatic Participation.**

   a. Endorsement. The Participant (i) agrees to review the Program's potential System Owner's (defined below in Section 2.a) standard form PPAs and publicly endorse, in a method and manner agreed upon by the Parties, the presented standard form PPA and the fact that such PPA requires no credit check as a requirement to establish eligibility of a customer or property lien for participation in the Program and (b) as reasonably requested by EP, the Participant shall also, through events and other promotional means, including at a minimum authorizing the use of the Participant's identifying logo on official PPA and Program related materials (the "**Endorsement**"), support the dissemination of information related to the Program to its residents so as to enhance market awareness of the Program, alerting them to the Program's existence, across the community served by Participant, or as otherwise defined by this Agreement, all as described in **Exhibit 1 "Programmatic Participation"**. This Endorsement shall be attached as an Exhibit to each PPA entered into by residents participating in the Program within Participant's jurisdiction. The Parties acknowledge that the form and contents of the Endorsement will be mutually agreed upon by the Parties prior to dissemination.

b. Programmatic Participation. The Participant **will** take part in Programmatic Participation according to the details provided in Exhibit 1. Programmatic Participation, if any, may accelerate the timing and increase the revenue earned by Participant for providing these services which may include facilitating participant registration, PPA notices, document and programmatic management; from time to time and as necessary to support the Program and the purchase and sale of electricity between the residents and the Sellers.

2. **Revenue Earned by Participant, Terms of Distribution, Use of Revenue Share Prior to Distribution.**

a. Revenue Earned by Participant. For its participation in the Program 5% of the monthly revenue collected from the PPAs enrolled in the Program endorsed by Participant (the "**Revenue Share**") shall be deposited into a bank account (the "**Escrow**") established and managed by EP or the then current owner of the applicable Systems (the "**System Owner**" or "**Seller**") for distribution to the Participant according to the terms and conditions detailed below in Section 2.b of this Agreement. Participant shall execute and deliver all agreements, certificates, instruments and documents, as EP or the System Owner may reasonably request, in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby, including but not limited to an Escrow agreement. EP or the System Owner shall delivery all agreements, certificates, instruments, documents and information, as Participant may reasonably request, in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby, including but not limited to the provision of information reasonably necessary to verify the Participant's Revenue Share and distributions.

Participant acknowledges and agrees that its Revenue Share deposited into Escrow shall provide a First Loss Reserve that will be used to ensure that EP or the System Owner does not experience a reduction in their anticipated revenues in the event of late payments or PPA defaults. During each Disbursement Period during the Term, the "**First Loss Reserve**" shall be calculated by EP or the System Owner as the total sum of all lost Expected Revenue due to late payments or PPA defaults during such Disbursement Period. For the purposes of this Agreement, (i) "**Expected Revenue**" means the PPA price (for each applicable PPA during the Disbursement Period) *multiplied by* the expected output (as defined in Exhibit B of each such applicable PPA during the Disbursement Period), and (ii) "**Disbursement Period**" means a calendar year during the Term. Participant acknowledges that Revenue Share earned under this Agreement is, along with other credit enhancement attributes associated with the Program, critical to the ability for the Program to offer its PPA without a credit check requirement as a means to establish the eligibility of a customer or property liens.

Participant shall have reasonable and uninterrupted Escrow account activity access, including balances, deposits, and debits, during the Term of the Program. For purposes of this Agreement, the "**Term**" of the Program shall commence once the first System under a qualifying PPA achieves system activation and shall terminate upon the last qualifying PPA to terminate or expire. The Revenue Share for the applicable PPAs owed to the Participant shall be deposited into Escrow within fifteen (15) days of the end of the prior calendar month and such deposit shall continue for the remainder of the term of such applicable PPAs provided Participation is not interrupted or the applicable PPAs or this Agreement is not otherwise terminated.

b. Terms of Distribution. Disbursement of Revenue Share to Participant from Escrow is contingent upon the following conditions being met and maintained:

i. A minimum balance of $15,000 (the "**Threshold Balance**") in the Escrow has been achieved and maintained;

ii. A minimum of $500 per home enrolled in the Program is held in Escrow;

iii. The default rate for any three consecutive months (the "**Rolling Default Rate**") of the homes enrolled in the Program is less than the Revenue Share for six months;

iv. In the event the Escrow has been exhausted, all amounts owed to the System Owner are paid in full prior to resumption of Revenue Share deposits; and

v. The Participant has, in the reasonable judgment of EP and the System Owner, met its responsibilities and obligations as described in Exhibit 1.

When the above conditions are satisfied, EP or the System Owner shall, within ninety (90) days of the closing of the Disbursement Period in which the above conditions were satisfied, disburse the funds in Escrow to the Participant for unconditional use; provided such disbursement shall not be made more than once per calendar year.

c. Use of Escrow funds Prior to Distribution. Prior to distribution of Revenue Share from Escrow to the Participant, EP or the System Owner may use the funds in Escrow, without notice to Participant, to make up for any late or defaulted payment that would otherwise and ordinarily be made to EP or the System Owner. For the avoidance of doubt the funds in the Escrow may be used by EP or the System Owner, provided, however, such use is to cover late or defaulted PPA payment owed to EP or the System Owner as if all PPA payments were made per the terms of the PPA. Escrow funds are intended to be used to make up for late or defaulted PPA payments and if such use causes the Escrow fund to drop below the Terms of Distribution in Section 2(b) above then no distribution shall be made prior to Escrow returning to compliance. Further, if Escrow funds are expended but late payments or defaults continue that would otherwise have been covered by the Escrow, EP or the System Owner shall recover these amounts before the Revenue Share distributions resume. If a PPA payment arrives after the withdrawal of funds have been made from the Escrow to complete normal payments to EP or the System Owner the PPA payment shall be paid directly, in full, into Escrow so as to avoid double payments to EP or the System Owner.

3. **Assignment**. This Agreement may be assigned in whole or in part (including collateral assignment of this Agreement to financing parties) by EP or future System Owners, without the prior written consent of Participant, provided such assignment preserves the terms of the Agreement. In the event of any such assignment the Assignor shall be released from all its liabilities and other obligations under this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

4. **No Legal Advice or Professional Services.** Neither the Participant nor EP is providing legal or professional advice about the Program.

5. **Indemnification**. Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "**Indemnified Parties**"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any third party actions relating to the breach of any representation, warranty, or covenant set forth in this Agreement, and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the

Indemnified Party. Participant is specifically indemnified for any damages or liabilities alleged or found in judgment by residents whose participation in the Program was induced by Participant's involvement in the Program and the Parties agree Participant shall not be liable for any activity or participation associated with the Program unless such liability is directly linked to willful misconduct or grossly negligent activity by Participant.

6. **Choice of Law**. The law of the state where the System is located shall govern this Agreement without giving effect to conflict of laws principles.

7. **Disputes, Arbitration and Attorneys' Fees**. Any dispute arising from or relating to this Agreement shall be settled first by good-faith negotiations between the parties around the principles described in the recitals of the Agreement. Good faith negotiations shall begin and be pursued using commercially reasonable and time is of the essence standards commencing within 15 days of a Party delivering written notice to the other Party of the dispute. If no resolution is agreed to within 90 days following notice of dispute, the parties may agree to settle the issue by arbitration; venue to be in the County jurisdiction where the Participant is located and administered according to the American Arbitration Association ("AAA"), pursuant to its then current Commercial Arbitration Rules with a sole neutral arbitrator selected in accordance with the AAA Commercial Arbitration Rules. Judgment on the dispute, and on any award that may be determined by the Arbiter, may be entered in any court of competent jurisdiction. If the Parties agree, any dispute may be mediated prior to arbitration subject to any party's right to initiate arbitration of the dispute. The prevailing party, as determined by the arbitrator, in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees, costs, AAA administrative fees, and arbitrator's fees and expenses.

8. **Notices**. All notices under this Agreement shall be in writing and shall be by personal delivery, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either Party may specify in writing. Each Party shall deem a document emailed or electronically sent in PDF form to it as an original document.

9. **Survival**. Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive.

10. **Further Assurances**. Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

11. **Right of Waiver**. Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Parties is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that a Party shall not be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party.

12. **Liability Limitation**. Except as it relates to a Party's indemnity obligations under this Agreement, in no event shall any Party be liable to the other Parties, whether in contract, tort or otherwise, for payment of any special, indirect, incidental, consequential, exemplary, punitive or similar damages.

13. **No Partnership**. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties.

14. **Full Agreement, Modification, Invalidity, Counterparts, Captions**. This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by the Parties and approved in advance, in writing, by the System Owner(s). If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

Participant: City of Carpinteria

Signature: _____
Printed Name: Dave Durflinger
Title: City Manager

Date: _____

ATTEST:

_____
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

Electriq Power Inc.

Signature: _____

Printed Name: Frank A. Magnotti
Title: CEO

Date: _____

Exhibit 1: Programmatic Participation

a. Program Information and Promotion. The City agrees to provide Program information and promotional materials as follows:

   i. Notice of Program availability on the City's Resource Conservation webpage and other websites. The notice will advise potential Customers: (1) that the Program enables disadvantaged and otherwise underserved communities potential access to sustainable and resilient electricity for broader community participation in the clean energy transition, (2) that the Program does not require a Customer credit check or risk potential property liens for participation in the Program, (3) that systems, such as those provided by the Program, may provide back-up power to the homeowner during utility outages, (4) that the Program is financed through PPAs between EP and Customers, and (5) that the Program aligns with the City's sustainability and resiliency goals;

   ii. Support the dissemination of information related to the Program to potential Customers so as to enhance market awareness of the Program and educate them on the Program, through events and other promotional means, such as the City's existing community outreach and engagement channels (including websites, newsletters mailers, social media, public outreach events, etc.). Support may include dissemination of Program information and marketing materials provided by EP as Participant determines appropriate; and

   iii. Authorize EP to use the City's name and other identifying information on Program-related materials, subject to approval by the City not to be unreasonably withheld.

b. Customer Acquisition. The City shall support a Customer Acquisition and Program Administration, in a cooperative and consultative capacity, including:

   i. Involvement in and contribution to development of Program specific materials, including their creation, distribution, and follow-up, or other activity, that is intended to result in Customer Acquisition.

   ii. Community outreach and programmatic activity specifically created for the Program (but not otherwise already existing into which the Program is simply added).

c. Sharing of Data. EP shall provide quarterly reports, or upon request, to the City which includes the following information relating to the Program: (i) total capacity of solar energy generation and battery energy storage installed, (ii) total kWh produced, (iii) total revenue collected, and (iv) any other items mutually agreed upon by the Parties.

Exhibit 2: SCN Sample Power Purchase Agreement

DRAFT

Contract ID # [_____]

Power Purchase Agreement: Part I – Payment Terms and Summary

This Power Purchase Agreement ("Agreement") is given to you by [Provider] (sometimes referred to as "we", "us", or "our"). Under the Agreement you agree to buy and we agree to sell all the electric energy generated by a solar power system and related services from a battery storage system that we will own (the "System"), to be installed at your home (the "Property") as described more fully Part II – Terms and Conditions ("Part II" or "Standard Terms") of the Agreement. This Part I provides answers to some important questions you may have regarding the terms of the Agreement. The answers to the questions below in this Part I are not intended to answer all questions you may have about the Agreement, and only summarize certain terms of the Agreement. Please read the entire Agreement carefully.

Property Owner(s): ----------

Property Address: ----------

Property Owner Contact Information:

Provider:

Payment Terms: **$.24/kWh**

Monthly Payment:*	[_____]
Annual Percentage Increase:	[___2.9%_____]
(the "Annual Increase")	

*Plus applicable taxes and fees, if any.

What services will we provide?

- We will insure, monitor, operate, maintain and repair the System at no cost to you.
- We will bill you the total monthly payment amount set forth above for each month of the Term. Annual price increases are capped at 2.9% for the full term of the Agreement.
- This Agreement is offered as a part of a program that avoids credit requirements for qualifying, property liens, or hidden costs. We are able to accomplish this by working with your home city/town, namely [City] ("City"), to support the program ("Program"). The terms of the City's participation in the Program are memorialized separately in a Sustainable Community Network Agreement between Us and the City.

What happens if you want to sell your home?

You have three options if you sell your home as described in Part II, Section 6 of the Agreement:

- Assign this Agreement to the buyer if the buyer agrees to assume the obligations herein; or
- Purchase the System from us; or
- Prepay all monthly payments through the remaining term of the Agreement, in which case the buyer would have no additional payment obligations under the Agreement.

Can you end the Agreement early?

- The Term of the Agreement is twenty-five (25) years.
- The only ways to end the Agreement early are if you sell your home or if you purchase the System as described in Part II, Section 7 of the Agreement.

What happens at the end of the Term?

- You may purchase the System as described in Part II, Section 7 of the Agreement; or
- You may ask us to remove the System at no cost to you, as described in Part II, Section 9(c) of the Agreement; or
- The Agreement may automatically renew for up to ten (10) one-year renewal terms as described in Part II, Section 8(a) of the Agreement.

What happens to tax credits, incentives, renewable energy credits and other benefits associated with the System?

- We will own all federal, state and local tax credits, incentives, renewable energy credits, green tags, carbon offset credits, utility rebates or other attributes of and related energy storage services from the System; including renewable energy certificates and any similar environmental attributes associated with the electricity output from the System.

The Payment Terms outlined above are only valid if you sign and return the Agreement to us within thirty (30) days of [DATE], which date may be extended at our sole discretion.

By signing below, you agree that you:

- Have read the entire Agreement including any/all Exhibits;
- Agree to all the terms of the Agreement and the Exhibits, including without limitation the arbitration provisions in Part II, Section 19 of the Agreement;
- Are eighteen (18) years of age or older;
- Unless signing as a co-signer, are either a United States resident or are not exempt from paying Federal U.S. income taxes;
- Are the owner of legal title to the home and that every person or entity with an ownership interest in the home has agreed to be bound by the terms of the Agreement;
- Have understood that Provider has the right to obtain and use your consumer report, but this will not impact eligibility;
- Agree that Provider will make a final determination of the property eligibility in its sole discretion;
- Acknowledge that you are responsible for making all payments under the terms of this Agreement;
- Acknowledge that Provider will communicate with you via email and that you must maintain a working email address in order to receive these communications;
- Acknowledge that you will continue to receive a monthly bill from your local utility;
- Acknowledge that the System is owned by Provider and/or its affiliates; and
- Acknowledge that you have been advised of your right to cancel this Agreement.

REST OF PAGE INTENTIONALLY LEFT BLANK

Contract ID # [_____]

California Right to Cancel Notice:

You, the buyer, may cancel this transaction at any time prior to midnight of the fifth day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

BY SIGNING BELOW, YOU ATTEST THAT YOU HAVE RECEIVED A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT AND THE EXHIBITS, AND TWO (2) COPIES OF A NOTICE OF CANCELLATION.

Property Owner's Name:		**Co-Owner's Name (if any):**	
Signature:	_____	**Signature:**	_____
Date:	_____	**Date:**	_____

TERMS OF AUTOMATIC RENEWAL

PROVIDED THAT (I) YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT (SEE SECTION 16 IN PART II) AND (II) YOU HAVE NOT GIVEN US WRITTEN NOTICE OF YOUR INTENT TO PURCHASE THE SYSTEM AT THE END OF THE TERM (AS DESCRIBED IN SECTION 7(A) OF PART II), THIS AGREEMENT SHALL AUTOMATICALLY RENEW UNLESS WE RECEIVE NOTICE FROM YOU TO THE CONTRARY OR UNTIL THE MAXIMUM NUMBER OF RENEWALS IS REACHED.

TO PREVENT AN AUTOMATIC RENEWAL FROM OCCURRING, WE MUST RECEIVE FROM YOU WRITTEN NOTICE AT LEAST THIRTY (30), BUT NOT MORE THAN NINETY (90), CALENDAR DAYS BEFORE THE SCHEDULED COMMENCEMENT OF AN AUTOMATIC RENEWAL THAT YOU DO NOT WISH TO RENEW.

THIS AGREEMENT WILL RENEW AT A MONTHLY PAYMENT EQUAL TO THE MONTHLY PAYMENT FOR YEAR 25 ESCALATING ANNUALLY AT THE APPLICABLE ANNUAL INCREASE RATE.

AT THE END OF THE ORIGINAL TERM, THIS AGREEMENT WILL RENEW FOR ONE (1) OR MORE ADDITIONAL ONE (1) YEAR RENEWAL TERM(S) FOR A MAXIMUM OF TEN (10) RENEWAL TERMS.

WE WILL SEND YOU A NOTICE AT LEAST THIRTY (30), BUT NOT MORE THAN SIXTY (60), CALENDAR DAYS PRIOR TO THE END OF THE TERM TO (I) REMIND YOU OF YOUR END OF TERM OPTIONS AND (II) DISCLOSE TO YOU THE MONTHLY PAYMENT FOR THE FIRST AUTOMATIC RENEWAL TERM AND THE RATE AT WHICH THE MONTHLY PAYMENT WILL AUTOMATICALLY ESCALATE FOR ANY FUTURE AUTOMATIC RENEWAL TERMS.

Power Purchase Agreement: Part II – Terms and Conditions

THESE TERMS AND CONDITIONS ("STANDARD TERMS" OR "PART II") ARE INCORPORATED BY REFERENCE INTO THE POWER PURCHASE AGREEMENT: PART I – PAYMENT TERMS AND SUMMARY ("PART I") BETWEEN PROVIDER AND THE PROPERTY OWNER. IN THE EVENT OF A CONFLICT BETWEEN THESE STANDARD TERMS AND PART I, THESE STANDARD TERMS SHALL GOVERN. THESE STANDARD TERMS AND PART I ARE COLLECTIVELY REFERRED TO HEREIN AS THE "AGREEMENT."

1. General.

(a) Introduction. This Agreement is the agreement between each Property Owner who signs Part I of this Agreement (individually and together referred to in this Agreement as "you" and "your") and [Insert Provider] (together with its successors and assigns, "Provider" or "we", "us" or "our"), for the sale to you of the electric energy ("Energy") generated by a solar energy generation and battery storage system that we will own, which includes solar panels, mounting systems, inverters, energy monitoring systems, batteries and other equipment (collectively, the "System") to be installed at your request at the Property Address shown on Part I pursuant to an installation agreement between you and a licensed contractor ("Installer"). Because of your agreement to purchase Energy and related battery storage services pursuant to this Agreement, Provider has agreed, at your request, to purchase the System from Installer following installation. This Agreement refers to the location of the installed System as the "Property". Provider agrees to sell to you, and you agree to buy from Provider, all of the Energy generated by the System on the terms and conditions described in this Agreement. **By signing this Agreement, you confirm that you are a Property Owner signing on behalf and with the consent and authorization of all Property Owners of the Property, a trustee if the Property is owned by a trust, or an attorney in fact or agent authorized under a written power of attorney to sign on behalf of the Property Owners.**

(b) In-Service Date. The In-Service Date is the first day after all of the following have been achieved: the System has been installed and is capable of generating Energy and providing battery storage services, all permits necessary to operate the System have been obtained, the System has been interconnected with the local utility's electric grid, all inspections, back-up documentation, and certificates required under applicable law or by the local utility have been provided to Provider and all conditions listed in Section 10 have been satisfied.

(c) Term of Agreement. The "Term" of this Agreement begins on the In-Service Date and runs for twenty five (25) years (300 full calendar months) plus, if the In-Service Date is not on the first day of a calendar month, the number of days left in that partial calendar month. If the In-Service Date is any day other than the first day of a calendar month, the resulting partial month is included along with the subsequent twelve (12) full calendar months in the first year of the Term. Each subsequent year of the Term begins on the first day of the calendar month immediately after the anniversary date of the In-Service Date.

(d) This Agreement is intended to be a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code of 1986, as amended.

2. Purchase and Sale of Energy; Monitoring; Other System Use; Data

(a) Payments. You agree to pay the "Monthly Payment" as set forth on Exhibit B.

(b) Monthly Bills. Each month, we will prepare a written or electronic bill for the preceding billing cycle. We may send your monthly bills via email unless you contact us directly to request that your monthly bills be sent through the U.S. mail.

Your billing cycles run on a monthly basis. Your monthly bill will reflect the Monthly Payment from the applicable monthly billing period plus any applicable taxes and fees.

You agree to review each monthly bill promptly for any errors. If you inform us that an error exists on your monthly bill, we will attempt to correct that error prior to your next monthly bill. If you fail to promptly notify us in writing about an error on your monthly bill, we shall bear no liability or responsibility for any losses incurred to the extent permitted by law. Our sole liability to you shall be our obligation to make any appropriate changes after we receive your notification.

(c) Monthly Payments. The first Monthly Payment due date will be at least thirty (30) calendar days after the In-Service Date. All other Monthly Payments will be due on the same day of each following month as the first Monthly Payment; provided, if the due date of the first Monthly Payment is the last day of the month and such date does not exist in all subsequent months, then each subsequent due date shall be the last day of the applicable month. For example, (i) If the In-Service Date occurs on February 17, the first Monthly Payment will be due no earlier than March 17 and (ii) if the due date for the first Monthly Payment is March 31, then the due date for the second Monthly Payment will be April 30. We will send you written notice of the first Monthly Payment due date and amount after the In-Service Date

Monthly Payments are payable to us (i) by automatic withdrawal from your checking or savings account or (ii) by cash or check drawn on a United States bank account. By providing your automatic payment information where indicated on Exhibit D, you agree to make all Monthly Payments through an automatic

payment from your checking or savings account. Alternatively, if you choose to make your Monthly Payments in the form of cash or check, you will be required to pay the payment processing fee as set forth on Exhibit D. You agree to send Monthly Payments to us at the address shown on Exhibit D or to any other address or person specified in a written notice we send to you.

(c) Additional Energy. If you need more electric energy than is being generated by the System, you will be solely responsible for purchasing that electric energy ("**Additional Energy**") from an additional supplier, such as your local utility provider or retail electric supplier. During the term of this Agreement, you should expect to purchase Additional Energy from your local utility or retail electric supplier from time to time. Provider will not be in default of this Agreement and will not be responsible for any Additional Energy purchased by you to augment the Energy generated by the System.

(d) Monitoring. During installation or at any time during the Term, we may install, and from time to time repair or replace, monitoring equipment to monitor the battery system charging, battery system discharging, energy production and energy consumption, including at the interconnection point with the local utility company. We will collect monitoring data remotely or use our personnel to collect such information and will make the data available to you upon request. We may also access data regarding your energy consumption from your utility company or from electric usage data storage sites and you agree to execute any necessary third-party access agreement if requested. You agree to allow our personnel access to your Property to collect such information from the monitoring equipment. You agree not to tamper with, damage or modify the energy monitoring equipment in any way. You will be responsible for any damage or inaccuracies in the energy monitoring equipment that are caused by you or any other person unrelated to Provider.

(e) Other System Uses. We may, from time to time, administer and operate the System to optimize your home's energy production, storage and consumption, as well as for demand response, energy storage or other utility-based programs designed to reduce your electricity costs or to maintain the reliability of your local electrical grid (if available in your utility area). In support of these programs, we may use the energy stored in the batteries to reduce strain on the electrical grid at times of high energy demand in your region, or for similar purposes.

(f) Data Usage and Disclosure. We may combine the Energy usage data and System production and performance data with other data, including, without limitation, personally identifiable information (collectively, "Data"). Our possible uses and disclosure of the Data are described in Exhibit E. We will never sell any personally identifiable Data to a third party without your prior written consent.

(g) Batteries. The System includes one or more batteries. Each battery will have a storage-enabled inverter/charger capable of providing electricity dependent upon the current state of battery charge. Each battery will draw its charge from the photovoltaic system and will provide backup electricity in the event of an electricity outage within the limitations of the System, as determined by us. You will ensure battery settings are set to draw charge from the photovoltaic system . Not all electrical loads are suitable for backup operation. You will be responsible for failure or damage (including to the System) caused due to backing up more loads than we approved. and/or changing settings from initial install conditions. EACH BATTERY WILL POWER ITS DESIGNATED CIRCUITS ONLY AND NOT YOUR ENTIRE HOME. We do not take responsibility for system failure caused due to excessive loads.

You may be able to obtain backup power from the battery in the event of a power outage. We will establish a reasonable reserve level for your battery (at a minimum, 20% of the total capacity of the battery) so that your battery will have a certain amount of power available in the event of an outage.

WHILE WE BELIEVE THE BATTERY WILL BE ABLE TO PROVIDE LIMITED BACKUP ELECTRICITY DURING AN ELECTRICITY OUTAGE, WE PROVIDE NO GUARANTEE OR WARRANTY THAT ALL OR ANY PORTION OF YOUR ELECTRIC LOAD WILL BE SUPPORTED BY THE BATTERY SYSTEM DURING EVERY ELECTRICITY OUTAGE. YOU AGREE THAT WE WILL NOT BE LIABLE IN THE EVENT THE BATTERIES FAIL TO PROVIDE BACKUP ELECTRICITY, AND WE DISCLAIM ANY SUCH LIABILITY, IRRESPECTIVE OF THE REASON FOR SUCH FAILURE. DO NOT DEPEND ON BATTERY BACKUP ELECTRICITY FOR LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT ELECTRICITY NEEDS DURING AN ELECTRICITY OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.

Please notify us at 877-425-5201 or by email at support@myeverbright.com in the event your battery system does not provide backup electricity during an electricity outage.

Under normal conditions of use, the battery should pose no danger to you. However, if mishandled, the battery may become dangerous and could pose dangers related, but not limited, to fire hazards, high-voltage hazards, and mechanical damage, among other dangers.

For the duration of the Term, you agree that you will not connect any other power generation or energy storage resource (including any backup systems) to the home's electrical panel including any such resource using diesel, natural gas, gasoline, propane or liquefied petroleum gas.

Agreed and accepted by: _____ (Initials)

3. Performance Guarantee.

(a) Guaranteed Output. Subject to the conditions set forth in this Section 3(a), we guarantee that the System will generate, on a 24-month basis, no less than the output as set forth in Exhibit C (the "Guaranteed Output"). Subject to the conditions set forth in this Section 3(a), we will issue you a credit if the System does not generate the Guaranteed Output.

We will not issue you a credit for any System under-performance arising from any of the following:

(i) Under-performance arising from your failure to comply with your obligations under the Agreement.

(ii) Under-performance arising from shading conditions (other than weather) different from those that were present at the Property at the commencement of installation.

(iii) Under-performance as a result of a grid failure disabling the System.

(iv) Under-performance arising from you causing or requesting the System to be shut down or to generate significantly less electric energy.

(v) Under-performance arising from damage to the System caused by Property Owner negligence or foreign objects acting on the System (hail, golf balls, etc.).

WE MAKE NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND REGARDING THE SYSTEM'S ACTUAL OR EXPECTED OUTPUT OR PERFORMANCE AND ANY OTHER EXPRESS OR IMPLIED WARRANTIES ARE HEREBY DISCLAIMED.

(b) Over-generation. If, over the course of the Term, the System generates more energy than the Guaranteed Output, then the extra energy will be yours at no additional cost. We may use this over-generation amount to offset future under-performance in a given period should the Actual Output attributable to such period be less than the Guaranteed Output attributable to such period.

(c) Actual Output and Credits. On the 24- month anniversary of the In-Service Date and on every 24-month anniversary thereafter indicated on Exhibit C (each, a "**Guarantee Date**"), we will calculate the "Actual Output" of the System during the preceding 24-month period. For the purposes of this Agreement, "Actual Output" shall mean the amount of Energy generated by the System to date plus any kWh for which you have previously received a credit. Subject to Section 3(a), if the Actual Output is less than the Guaranteed Output for that Guarantee Date set forth on Exhibit C, we will issue you a credit. This credit will be calculated by subtracting the Actual Output for that Guarantee Date from the Guaranteed Output for that Guarantee Date, and multiplying the applicable Credit per kWh for that year set forth on Exhibit C. If the energy monitoring system is malfunctioning or otherwise inoperable for a period of time, we may calculate your Actual Output using the estimated kWh that would have likely been generated during that period based on the historic amount of Energy generated by the System.

Agreed and accepted by: _____ (Initials)

4. Provider's Additional Obligations. We agree to:

(a) utilize a web-based performance monitoring system to accurately measure the amount of Energy the System delivers to you;

(b) maintain the System in good operating condition at our cost and expense;

(c) insure the System against all damage or loss unless that damage or loss is caused by you, your guests, contractors or agents; and

(d) operate the System in material compliance with all applicable laws and permits and local utility providers' requirements.

5. Your Additional Obligations.

(a) System and Property Maintenance. You agree to:

(i) maintain and make available, at your cost, a functioning indoor internet connection with one available wire Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s) at all times during the Term;

(ii) maintain in good condition and repair the roof of your home and any structural elements or utility interconnections necessary to support the operation of the System;

(iii) not move, tamper with, or disturb the System, or permit anyone else to do so, unless previously authorized by Provider;

(iv) not modify, permit or allow structures on your Property in a way that shades, blocks or restricts the System's access to direct sunlight;

(v) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when the System was installed;

(vi) be responsible for any conditions at your Property that affect the installation or maintenance of the System (e.g., blocking access to the roof, or removing a tree or other natural or man-made object(s) that block access to the roof and/or to sunlight) at your sole cost and expense;

(vii) prevent damages to the System from foreign objects such as golf balls, frisbees, rocks;

(viii) permit Provider, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;

(ix) use the Energy the System generates primarily for personal, family, or household purposes, but not to heat a swimming pool (if you have a swimming pool, the load relating to the swimming pool may be excluded for purposes of sizing the System);

(x) not remove any markings or identification tags on the System;

(xi) not do anything that would, or permit or allow to exist any condition or circumstance that would, cause the System not to operate as intended at the Property; and

(xii) pay for any reasonable removal, storage and reinstallation costs in the event the System needs to be removed in order for you to repair or replace the roof on your home; you agree to notify System Provider of the same so that arrangements can be made for such removal, storage and reinstallation.

(b) Fees; Late Charges; Checks; Automatic Payment. In addition to the other amounts you agree to pay in this Agreement, you agree to pay the fees as set forth on Exhibit D. In addition, except to the extent prohibited by applicable law, you will also be responsible for any third-party charges we incur in the course of administering this Agreement. If you refinance your mortgage, you will also be responsible for related administrative charges incurred as a result of the refinancing.

(c) Taxes. The payments specified in Exhibit B and Exhibit D do not include taxes.

(i) If any taxes (including, but not limited to, sales and transaction taxes and including any associated interest and penalties) are assessed on these payments, the sale of Energy, the property, or the transaction itself, and are paid by Provider rather than you, you agree to pay or reimburse Provider for all such taxes, except to the extent that you are prohibited from doing so by applicable laws.

(ii) In addition, you agree to reimburse Provider for any taxes, including any associated interests and penalties, assessed on the System that Provider may incur.

(iii) To the extent that Provider seeks reimbursement from you, you agree that Provider may seek a full reimbursement from you for the total amount incurred by Provider, impose a surcharge on your monthly invoice to recover the total amount incurred by Provider over a period to be determined by Provider, or, at its sole discretion, set up a separate payment plan with you to recover the total amount incurred by Provider.

(d) Filings. You agree that the System will be Provider's personal property under the Uniform Commercial Code and at our reasonable request you will notify any mortgagee or holder of a deed of trust on the Property of the installation and existence of the System and that the System constitutes personal property and not fixtures (or real property). You also agree that the System is not a real property fixture. However, you agree that Provider may file UCC-1 financing statements and/or real property fixture filings related to our ownership interest in the System, and any other notices permitted or required by law. Provider may assign such filings and any assignee may also file UCC-1 financing statements and/or real property fixture filings related to the System. You also authorize Provider to make corrections to any utility paperwork to conform to this Agreement or any revisions or amendments to this Agreement that you and we both agree upon.

(e) No Alterations. You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the manufacturer warranty on the System without Provider's prior written consent. If you make any modifications, improvements, revisions or additions to the System after receiving such prior written consent, they will become part of the System and shall be Provider's property.

(f) Access to the System.

(i) Provider or its representatives shall give you reasonable notice of our need to access the Property whenever commercially reasonable. You grant to Provider and our employees, agents, representatives, designees and independent contractors (and any inspectors under any state incentive program) the right to reasonably access all of the Property as necessary for the purposes of (A) operating, owning, repairing, maintaining, removing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (B) enforcing Provider's rights as to this Agreement and the System; or (C) taking any other action reasonably necessary in connection with the operation, maintenance, removal or repair of the System. This access right shall continue for up to ninety (90) days after the expiration of this Agreement in order to provide Provider with reasonable time to remove the System after the end of this Agreement.

(ii) During the time that Provider has access rights, you shall ensure that such access rights are preserved and shall not interfere with or permit any third party to interfere with Provider's access rights.

(g) Indemnity. To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless Provider, our employees, officers, directors, agents, successors and assigns from any and all

third-party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from damage to the System caused by you or your guests, contractors or agents; provided that nothing herein shall require you to indemnify Provider for our own negligence or willful misconduct. **The provisions of this paragraph shall survive termination or expiration of this Agreement.**

(h) Monthly Payments. You agree that the obligation to pay all Monthly Payments and all other amounts due under this Agreement shall be absolute and unconditional under all circumstances and shall not be subject to any abatement, defense, counterclaim, setoff, recoupment or reduction for any reason whatsoever, it being the express intent of the parties that all amounts payable by you hereunder shall be and continue to be payable in all events, including by your heirs and estate, and, except as set forth below in Section 10 and in the accompanying Notice of Cancellation, you hereby waive all rights you may have to reject or cancel this Agreement, to revoke acceptance of the System, or to grant a security interest in the System.

(i) Notices. You agree to:

(i) notify Provider immediately upon your discovery of an emergency condition relating to the System, damage to the System or theft of the System;

(ii) notify Provider of the sale of your home (see Section 6 below); and

(iii) notify Provider before changing your electric power supplier.

See Section 20 below for information about sending notices to Provider.

6. Options When Selling Your Property.

(a) If you (or your estate or your heirs, as applicable) sell your Property you must choose one of the following three (3) options:

(i) Transfer this Agreement and the Monthly Payments. The buyer may sign a transfer agreement assuming all of your rights and obligations under this Agreement, including the obligation to pay Monthly Payments. You will also be responsible for any related administrative charges we incur as a result of the transfer, such as filing, amending or terminating any UCC or fixture filings.

(ii) **Purchase the System Outright**. Pursuant to Section 7 below.

(iii) Prepay the remaining Monthly Payments and Transfer only the Use of the System. If you prepay the remaining Monthly Payments, the person(s) buying your Property will only need to sign a transfer agreement to assume your rights and obligations (other than the obligation to make Monthly Payments through the Term) under this Agreement. The System stays at your Property; the buyer does not have to make any Monthly Payments through the Term but otherwise will be required to comply with the remainder of this Agreement and Provider's obligations under this Agreement will continue through the remainder of the Term and as described in Section 9.

(b) If you sell your Property, you must notify us, in writing, at least thirty (30) days, but no more than ninety (90) days, prior to the scheduled closing date indicating which of the options in Section 6(a) you have chosen.

(c) If you (or your estate or your heirs, as applicable) sell your Property and do not comply with one of the options in Section 6(a) above, you will be in default under this Agreement. (See Sections 16 and 17 below).

7. Option to Purchase the System.

(a) You have the option to purchase the System at the following times during the Term:

(i) at any time after the sixth (6^{th}) anniversary of the In-Service Date (see Section 1(b) above);

(ii) at the end of the Term of this Agreement (see Section 1(c) above);

(iii) if you sell your Property during the Term (see Section 6 above); or

(iv) with Provider's written consent (which Provider may withhold in Provider's sole discretion) at another time not described above.

(b) To purchase the System pursuant to Section 7(a), you must notify us in writing at least thirty (30) days, but no more than ninety (90) days, prior to the desired purchase date and deliver payment to Provider within thirty (30) days of receiving an invoice from Provider for the purchase price.

(c) The purchase price you will pay for the System ("Buyout Price") shall be the greater of: (i) the System's appraised fair market value ("Fair Market Value") at such time; or (ii) the amount set forth in the "Purchase Option" column on Exhibit B that corresponds with the year in which the purchase is to occur, plus all applicable taxes and fees relating to the purchase and sale of the System. Provider will determine Fair Market Value by reference sources such as an industry guide listing retail prices of used photovoltaic systems installed in your local utility district that are the same as (or substantially similar to) the System, or if none, by use of an appraisal prepared by an independent appraiser at Provider's expense. The independent appraiser will, on a desktop basis, assume the System will be exchanged between a willing and informed buyer (taking into account an assumption by the buyer of the remaining obligations under this Agreement) and a willing and informed seller, taking into account current and projected market conditions.

(d) If you exercise the option to purchase the System, you will be purchasing the System "AS IS, WHERE IS" and Provider will assign you any product and/or workmanship warranties still in effect for the System. However, Provider will not provide any maintenance or repair services after you purchase the System, unless you enter into a separate agreement with Provider, at your expense, for such services. If you exercise the option to purchase the System, this Agreement will terminate effective as of the date of such purchase.

8. Option to Prepay Agreement.

(a) At any time during the Term, you can prepay this Agreement in full. Such prepayment will not terminate this Agreement, nor limit any of your rights or obligations (other than your obligation to make Monthly Payments during the Term).

(b) In order to prepay this Agreement, you must notify us in writing at least thirty (30) days, but no more than ninety (90) days, prior to the desired prepayment date. The amount you prepay (the "Prepayment Price") will be based on the following: (i) all accrued but unpaid Monthly Payments, taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing, plus (ii) the amount set forth on Exhibit B in the column titled "Prepay Option" (which reflects an amount discounted to present value at 5% per year), plus (iii) any applicable taxes.

(c) If you exercise the option to pay the Prepayment Price, Provider's obligations under this Agreement will continue through the remainder of the Term and as described in Section 9.

9. Options at the End of the Term.

(a) Automatic Renewal. Provided that (i) you are not in default under this Agreement (see Section 16 below) and (ii) you have not given us written notice of your intent to purchase the System at the end of the Term (as described in Section 7(a)), this Agreement shall automatically renew at the end of the Term for one (1) or more additional one (1) year renewal term(s) (each an "Automatic Renewal Term") at a Monthly Payment equal to the Monthly Payment for year 25 escalating annually at the applicable Annual Increase rate for a maximum of ten (10), one-year Automatic Renewal Terms, unless and until we receive from you written notice at least thirty (30), but not more than ninety (90), calendar days before the scheduled commencement of an Automatic Renewal Term that you do not wish to renew. Provider will send you a notice at least sixty (60) days prior to the end of the Term to (i) remind you of your end of term options and (ii) disclose to you the Monthly Payment for the first Automatic Renewal Term and the rate at which the Monthly Payment will automatically escalate for any future Automatic Renewal Terms.

(b) Purchase the System. You also have the right to purchase the System at the end of the Term. See Section 7 for a detailed explanation.

(c) If you choose not to renew this Agreement or purchase the System, then the Provider will have the option to remove the System from your Property at no cost to you.

(d) If at the end or termination of this Agreement you are in default (see Section 16), and Provider removes the System from your Property, then you agree to pay Provider the reasonable expense of removing the System from your Property.

(e) In the event that we remove the System from your Property for any reason as permitted or contemplated hereunder we will return the roof area within three inches of the mounting penetrations to a waterproof condition.

10. Termination Rights Prior to Installation of the System.

(a) Termination of this Agreement Before System Installation. Provider's obligation to sell you the Energy the System generates is conditioned on the following items having been completed to our reasonable satisfaction:

(i) completion of the engineering site audit (a thorough physical inspection of the Property, including if applicable geotechnical work), and real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;

(ii) confirmation of availability of rebates, tax credits, renewable energy credits and other incentives in the amount used to calculate the Monthly Payment amounts set forth in this Agreement;

(iii) [Reserved];

(iv) confirmation that Provider will obtain all applicable benefits referred to in Section 12;

(v) receipt of all necessary zoning, land use and building permits; and

(vi) completion of any renovations, improvements or changes reasonably required on the Property, at your sole cost and expense (e.g., removal of a tree or necessary roof repairs to enable us to safely install the System).

Provider may terminate this Agreement without any liability if, in our reasonable judgment, any of the above listed conditions will not be satisfied for reasons beyond our reasonable control.

(b) Right to Terminate this Agreement for Significant Delays.

If, in Provider's reasonable judgment, the installation of the System is not likely to occur in a timely manner for any reason, Provider may terminate this Agreement by written notice to you, which notice will be effective upon your receipt of such notice.

(c) Consumer Agreement Revision for Significant Changes.

If Provider recalculates the Guaranteed Output, Provider may provide you with an updated Part I of this Agreement (a "Consumer Agreement Revision") that will reflect changes to certain terms affected by the revised estimated output and a summary of the terms changed by such Consumer Agreement Revision. You will have the right to either sign the Consumer Agreement Revision and agree to the revised terms, or terminate this Agreement.

11. Assignment.

(a) Assignment by Provider. Provider may assign, sell or transfer the System and this Agreement, or any part of this Agreement, without your consent and without notice. Assignment, sale or transfer generally means that Provider would transfer certain of our rights and/or certain of our obligations under this Agreement to another party. Any assignment of Provider's rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement.

(b) Assignment by You. Except as set forth in this Agreement, you will not assign, sell, pledge or in any other way transfer your interest in the Energy generated by the System, or in this Agreement, without our prior written consent, which shall not be unreasonably withheld.

12. OUR OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES. YOU UNDERSTAND AND AGREE THAT THIS IS NOT A CONTRACT TO SELL OR LEASE THE SYSTEM TO YOU. PROVIDER WILL OWN THE SYSTEM FOR ALL PURPOSES, INCLUDING ANY DATA GENERATED FROM THE SYSTEM. YOU SHALL AT ALL TIMES KEEP THE SYSTEM FREE AND CLEAR OF ALL LIENS, CLAIMS, CHARGES, LEVIES AND LEGAL PROCESSES NOT CREATED BY PROVIDER, AND SHALL AT YOUR EXPENSE PROTECT AND DEFEND PROVIDER AGAINST THE SAME.

YOU UNDERSTAND AND AGREE THAT ANY AND ALL FEDERAL, STATE AND LOCAL TAX CREDITS, INCENTIVES, RENEWABLE ENERGY CREDITS, GREEN TAGS, CARBON OFFSET CREDITS, UTILITY REBATES OR ANY OTHER ATTRIBUTES OF THE SYSTEM ARE THE PROPERTY OF AND FOR THE BENEFIT OF PROVIDER, USABLE AT OUR SOLE DISCRETION. PROVIDER SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY, USE AND TRANSFER ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE NOT TO CLAIM OR TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION THAT MAY JEOPARDIZE PROVIDER'S ABILITY TO RECEIVE SUCH BENEFITS, INCLUDING, WITHOUT LIMITATION, CLAIMING ANY TAX CREDITS WITH RESPECT TO THE SYSTEM ON ANY TAX RETURN AND/OR ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. YOU AGREE TO REASONABLY COOPERATE WITH PROVIDER SO THAT WE MAY CLAIM AND TRANSFER ANY FEDERAL, STATE OR LOCAL TAX CREDITS, RENEWABLE ENERGY CREDITS, REBATES, CARBON OFFSET CREDITS OR ANY OTHER BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE TO THE EXTENT ALLOWABLE BY LAW, ENTERING INTO NET METERING AGREEMENTS, INTERCONNECTION AGREEMENTS, AND FILING RENEWABLE ENERGY/CARBON OFFSET CREDIT REGISTRATIONS AND/OR APPLICATIONS FOR REBATES FROM THE FEDERAL, STATE OR LOCAL GOVERNMENT OR A LOCAL UTILITY AND GIVING OR ASSIGNING THESE TAX CREDITS, RENEWABLE ENERGY/CARBON CREDITS, REBATES OR OTHER BENEFITS OR THEIR CASH EQUIVALENT TO PROVIDER.

13. Loss or Damage; Insurance.

(a) Loss or Damage. Unless you or your guests, contractors or agents cause or permit damages to the System, or as otherwise provided in this Agreement, Provider will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System.

(b) Insurance. Provider will insure the System against all damage or loss unless that damage or loss is caused or permitted by you or your guests, contractors or agents. You agree to carry homeowner's insurance that covers damage to your Property and provides general liability coverage, but you do not need to add the System to your Property insurance policy.

14. Force Majeure; Casualty.

(a) Provider is not responsible for any delay or failure in the performance under this Agreement if the delay or failure is due to Force Majeure. "Force Majeure" includes acts of God such as storms, fires, floods, lightning and earthquakes, sabotage or destruction by a third party of the System, war, riot, acts of a public enemy or other civil disturbance, or a strike, walkout, lockout or other significant labor dispute.

(b) If at any time during the Term all or substantially all of the Property and/or the System shall be damaged and/or destroyed by fire or other casualty, Provider may terminate this Agreement by written notice to you, which termination shall be effective upon receipt of such notice.

15. Limitation of Liability.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EVEN IF A COURT OR ARBITRATOR DECIDES THAT OUR BREACH OF THIS AGREEMENT OR NEGLIGENCE, FAILURE OF THE SYSTEM, OR A FAILURE OF THE INSTALLATION OR ANY REPAIR PROVIDED BY US CAUSED OR ALLOWED ANY DIRECT HARM OR DAMAGE

(WHETHER PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) TO YOU OR ANYONE IN OR ON YOUR PROPERTY, YOU AGREE THAT OUR LIABILITY SHALL BE LIMITED TO THE AMOUNT YOU HAVE PAID US FOR THE ELECTRICITY GENERATED BY THE SYSTEM AND YOU SPECIFICALLY WAIVE ANY OTHER REMEDY AVAILABLE AT LAW OR IN EQUITY.

16. DEFAULT. YOU WILL BE IN DEFAULT UNDER THIS AGREEMENT IF ANY ONE OF THE FOLLOWING OCCURS:

(a) We have not received two or more consecutive Monthly Payments in full by their payment due dates;

(b) You or any guarantor makes an assignment for the benefit of creditors, admits in writing your (or any guarantor's) insolvency, a bankruptcy petition is filed by or against you or any guarantor, or you or any guarantor is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity;

(c) You have provided any false or misleading financial or other information to obtain this Agreement;

(d) You (or your estate or your heirs, as applicable) assign, transfer, encumber, sublet or sell (or attempt to assign, transfer, encumber, sublet or sell) this Agreement or any part of the System without Provider's prior written consent;

(e) You fail to perform any material obligation that you have undertaken in this Agreement (which includes doing something you have agreed not to do, including, but not limited to, making any alterations to the System) and such failure continues and is not corrected for a period of fifteen (15) days after written notice; or

(f) In the event of any foreclosure on your Property not stayed at least thirty (30) days prior to any sale.

17. ADDITIONAL ACTION AFTER DEFAULT. IF YOU ARE IN DEFAULT UNDER THIS AGREEMENT, WE MAY TAKE ANY ONE OR MORE OF THE FOLLOWING ACTIONS AT OUR OPTION AND IN OUR DISCRETION. IF THE LAW REQUIRES US TO DO SO, WE WILL GIVE YOU NOTICE AND WAIT THE STIPULATED PERIOD OF TIME REQUIRED BEFORE TAKING THESE ACTIONS. WE MAY:

(a) terminate this Agreement;

(b) take any reasonable action to correct or cover your default and/or to prevent or reduce our loss (including without limitation costs of repairing damage to the System for which you are responsible); any amount we pay will be added to the amount you owe us and will be immediately due;

(c) require you, at your expense, to return the System or make it available to us in a reasonable manner;

(d) proceed, by appropriate court or other action, to enforce performance of this Agreement and/or to recover damages for your default (including without limitation our court costs, attorneys' fees, and other expenses relating to your default, to the fullest extent allowed by law);

(e) turn off or take back the System by legal process or self-help, but we may not breach the peace or violate the law;

(f) recover from you a payment equal to the greater of the Prepayment Price and Buyout Price, plus all taxes, late charges, penalties, interest and all other sums then accrued or due and owing to Provider. After we receive this amount from you, we will automatically convey the System to you on an "AS IS, WHERE IS" basis; and

(g) use any other remedy available to us in this Agreement or by law or in equity.

By choosing any one or more of the remedies described above, Provider does not give up our right to use another remedy. By deciding not to use any remedy when you are in default, Provider does not give up our right to use that remedy (or any other remedy) in case of a subsequent default.

18. Warranties.

(a) We provide the following warranties (collectively, the "Warranty"):

(i) **Workmanship Warranty**. We warrant our work and the System for a period of ten (10) years after In-Service Date (the "Warranty Period"), except as provided below with respect to our roof penetration warranty. During the Warranty Period we will, at our expense, repair or replace any material or work covered under this Agreement.

(ii) **Roof Penetration Warranty**. We warrant that roof penetrations made by the System and impacting the Property's roof will be weather-tight for a period of ten (10) years after installation.

(iii) **Damage Warranty**. We will either repair or reimburse you for damage we cause during installation to the Property, your belongings or your property, as limited by Section 18(b).

(b) Warranty Exceptions and Exclusions.

(i) The Warranty shall be void and voidable if work is performed by you or your contractors.

(ii) The Warranty does not cover any (A) leaks that occur in areas of the Property's roof not impacted by the System or the associated roof penetrations, (B) pre-existing and/or underlying failures of the Home's roof or (C) foreign objects acting on the Home's roof (hail, golf balls, etc.).

(iii) The Warranty does not apply to the following: (A) work performed or materials used by anyone other the Installer; (B) any materials that were modified, repaired or attempted to be repaired by anyone other than us, our agents, our representatives, our designees or the Installer

without our prior written approval; (C) any damage resulting from your breach of the Agreement; (D) any damage not caused by us, the Installer or a System defect; (E) any damage resulting from ordinary wear and tear; (F) any damage resulting from mold, fungus and other organic pathogens; (G) shrinking/cracking of grout and caulking; (H) fading of paints and finishes exposed to sunlight; and (I) any damage caused by ball strikes.

You acknowledge that installation of the System may void any roofing warranty of the roof manufacturer or roof installer. We assume no responsibility if the installation voids your roofing warranty. Before installation, you should check with the roofer or builder concerning any impact the System will have on a roof warranty.

You must notify us promptly and in writing of any claim under the Installation Warranty as outlined in Section 20 below.

EXCEPT AS SPECIFICALLY DESCRIBED IN THIS AGREEMENT, YOU UNDERSTAND THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

19. Applicable Law; Dispute Resolution; Arbitration; Class Action Waiver.

(a) Applicable Law. The laws of the state where your Property is located shall govern this Agreement without giving effect to conflict of law or choice of law principles. However, the Federal Arbitration Act governs our agreement to arbitrate (see subsection (b)&(c) below).

(b) Informal Dispute Resolution. The parties agree to first try to resolve informally and in good faith any dispute. Accordingly, you agree to send a written notice of the dispute to the Provider at 700 Universe Boulevard, Juno Beach, FL 33408 or support@myeverbright.com or, upon written notice to you, to any address that is later designated by us. We (including our agents, representatives and designees) will send a written notice of dispute to your address listed on page 1 of the Agreement. If the parties do not reach an informal agreement to resolve the dispute within thirty (30) days after the notice of dispute is received, either party may commence a formal proceeding as detailed below. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled for the thirty (30) days during which the parties try to informally resolve any dispute. If you claim deficiencies in the System's installation or performance, you must allow us to visually inspect the System and obtain or download pertinent performance data from the System.

(c) Arbitration. If the parties cannot resolve any such dispute informally and if either party requests, the other party agrees to arbitrate all related disputes, claims and counterclaims arising out of or relating to this Agreement, the relationships described hereunder, the System, or any alleged or claimed oral or other agreement related to the System. This agreement to arbitrate extends to all claims of any nature, including, but not limited to, claims for breach of contract, tort claims, claims at law or in equity, or claims arising under statute. If a party seeks to have a dispute settled by arbitration, that party must first send to the other party, by certified or registered mail, return receipt requested and postage prepaid, a written Notice of Intent to Arbitrate. If the parties do not reach an agreement to resolve the dispute within thirty (30) days after the Notice is received, either party may commence an arbitration proceeding with the American Arbitration Association ("AAA"). Provider will promptly reimburse you any arbitration filing fee and, except as provided in the next sentence, Provider will pay all AAA administration and arbitrator fees. If the arbitrator finds that either the substance of the claim raised by you or the relief sought by you is improper or not warranted, as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), then Provider will pay these fees only if required by the AAA Rules. If the arbitrator grants relief to you that is equal to or greater than the value of what you requested in the arbitration, Provider will reimburse you for your reasonable attorneys' fees and expenses incurred for the arbitration.

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE AGREEING TO HAVE DISPUTES DECIDED BY AN ARBITRATOR AND ARE WAIVING THE RIGHT TO A TRIAL IN COURT OR BY JURY. IN ADDITION, EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, the parties agree that the arbitrator may not consolidate proceedings for more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific provision is found unenforceable, then the entirety of this arbitration clause shall be null and void (except for the jury trial waiver provision in the first sentence of this paragraph, which shall continue in full force and effect).

Judgment on an arbitrator's award may be entered in any court having jurisdiction. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than your own. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE

LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

YOU UNDERSTAND THAT YOU ARE VOLUNTARILY AGREEING TO ARBITRATE DISPUTES ARISING UNDER THIS AGREEMENT AND AUTHORIZE THAT YOU HAVE REVIEWED THIS SECTION AND AGREE TO ITS PROVISIONS.

Agreed and accepted by: _____ (Initials)

(d) Class Action Waiver. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. AS A RESULT, NEITHER YOU NOR US MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER "PROPERTY OWNERS", OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Agreed and accepted by: _____ (Initials)

20. Notices. All notices under this Agreement shall be in writing and shall be by personal delivery, electronic mail, online customer portal, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. You agree that we may provide you with notices in electronic format. Each party agrees that a document sent via PDF is deemed to be the same as an original document. Notices from you must include your name, the Property Address shown on page 2 of this Agreement, and the Contract ID# printed at the top of each page of this Agreement. You agree to send written notices to Provider at 700 Universe Boulevard, Juno Beach, FL 33408 or support@myeverbright.com or, upon written notice to you, to any address that is later designated by us. We will send notices to you using the email or Property Address shown on page 1 of this Agreement unless and until we receive written notice from you of a change to your email or mailing address. You agree that our agents, representatives and other designees may communicate with you directly on our behalf for all purposes relating to the System or this Agreement, including any notices regarding claims we may have.

You agree that Provider may call you and send live, pre-recorded and text messages to you, including by use of an automated telephone dialing system, at the phone number you provided regarding the installation, maintenance and administration of your System or this Agreement, even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply.

You agree that our agents, representatives and other designees may communicate with you directly on our behalf for all purposes relating to the System or this Agreement, including any notices regarding claims we may have.

21. Waiver. Any delay or failure of a party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this Agreement.

22. Accuracy of Information; Credit Monitoring; Identification. No credit eligibility is required to enroll in this Agreement. You do authorize Provider and its agent(s) and assignees to periodically check your consumer credit via a "soft pull," the results of which shall have no impact on this Agreement and are conducted purely for evaluation of the financing portfolio of which this Agreement may be a part. Provider may, at its option, request reasonable proof of identification, and evidence that your mortgage or rent, and utility bill is current.

By signing this Agreement, you represent to us that all of the information you have furnished to us (or have caused others to furnish to us) in connection with this Agreement (including any application for this Agreement) is, to the best of your knowledge, true, complete and accurate, does not include any false or misleading information and does not omit any material, relevant information. You agree that we may obtain employment and income records, credit bureau reports on you, verify your credit references and we may check any of the information provided to us from whatever source we choose to verify it. Additionally, upon request, you agree to promptly give us accurate updated financial information about yourself.

23. Personal Information and Privacy Policy. Please see our Privacy Policy (available at [insert website]) for more information about how we collect and use personal information. By signing this agreement, you acknowledge that you have read, understand and agree with the terms of our Privacy Policy, and that our Privacy Policy may be changed from time to time.

24. Monitoring and Recording Telephone Call. Provider and others acting on our behalf may (a) monitor and record telephone calls between you and us regarding this Agreement and (b) use automatic dialing equipment to make calls to you. You agree that we may call you and send pre-recorded and text messages to you at the phone number you provided regarding this Agreement and the installation, maintenance and administration of your System, including by the use of an automated telephone dialing system, even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply.

25. Calling Agreement. You agree that by signing below you consent that Provider, its affiliates, and those

acting on its/their behalf (the "Messaging Parties"), may call or text you, including by use of an automated telephone dialing system and/or a prerecorded message. The types of calls or texts you may receive include advertisements or telemarketing messages concerning our benefits and services. Calls can be made to any number you provide in connection with your application, the Messaging Parties' servicing and/or collection of amounts owed under this Agreement or any other matter, even if listed on a national or state Do Not Call registry. You understand that anyone with access to your telephone or email account may listen to or read the messages the Messaging Parties leave or send, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You understand that consent is not a condition of the provision of services under this Agreement.

Agreed and accepted by: _____ (Initials)

26. Entire Agreement; Survival; Changes; Joint and Several Liability. This Agreement contains the parties' entire agreement regarding the sale and purchase of Energy generated by the System. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and (except to the extent specifically provided to the contrary in this Agreement) signed by both parties.

Captions and headings used in this Agreement are for convenience and reference only, and shall not affect the interpretation of this Agreement. Unless the context specifically requires otherwise, the use of the plural in this Agreement includes the singular, and vice versa. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement, any provisions herein or any amendments hereto.

If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable. In addition, in the event this Agreement becomes subject to utility-type or other regulation by any public utility commission or other regulatory agency, you agree to reasonably cooperate with Provider in restructuring this agreement such that it would no longer be subject to such utility-type or other regulation by any public utility commission or other regulatory agency or otherwise to address such regulation.

After the termination or expiration of this Agreement, any provisions which by their nature are intended to survive such termination or expiration shall survive, including, without limitation, Sections 5, 12, 15, 17, 18 and 19.

You agree that if more than one person signs this Agreement as a Property Owner or Co-Owner, each of you is fully responsible, individually and together, for performing all of your obligations under this Agreement, and we may enforce this Agreement against any one (or all) of you, at our option. Your obligations under this Agreement are binding on you, your legal representatives, and your estate, to the fullest extent allowed by law, unless and until we either expressly release you from your obligations in writing, or we transfer ownership of the System to you.

Office Use Only
Approved by:
[_____]

Date: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT A TO POWER PURCHASE AGREEMENT (COPY 1)

[FOR CALIFORNIA] NOTICE OF CANCELLATION

[INSERT DATE OF TRANSACTION]
(Date)

You may cancel this transaction, without any penalty or obligation, within five business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, you must mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to [Insert Provider], [Insert Provider Address], not later than midnight of [INSERT DATE].
(Date)

I, hereby cancel this transaction. _____
(Date)

_____
(Buyer's signature)

EXHIBIT A TO POWER PURCHASE AGREEMENT (COPY 2)

[FOR CALIFORNIA] NOTICE OF CANCELLATION

[INSERT DATE OF TRANSACTION]
(Date)

You may cancel this transaction, without any penalty or obligation, within five business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, you must mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to [Insert Provider], [Insert Provider Address], not later than midnight of [INSERT DATE].
(Date)

I, hereby cancel this transaction. _____
(Date)

_____
(Buyer's signature)

EXHIBIT B TO POWER PURCHASE AGREEMENT

SCHEDULE OF VALUES

Year	Monthly Payment (including the Annual Increase)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

EXHIBIT B TO POWER PURCHASE AGREEMENT

SCHEDULE OF VALUES

Year	Prepay Option[1]	Minimum Buyout Price[2]
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

[1] Per Section 8(b), in addition to the values listed, the Prepayment Price also includes accrued but unpaid sums but does not include additional applicable taxes, which are the Buyer's responsibility pursuant to Section 8(b). The values listed assume that prepayment occurs in month 12 of the applicable year. Actual prepayment amount will be calculated based on the number of payments made and the number of payments that remain.

[2] Per Section 7(c), The purchase price you will pay for the System ("Buyout Price") shall be the greater of: (i) the System's appraised fair market value ("Fair Market Value") at such time; or (ii) the amount set forth in the "Buyout Price" column that corresponds with the year in which the purchase is to occur, plus all applicable taxes and fees relating to the purchase and sale of the System.

EXHIBIT C TO POWER PURCHASE AGREEMENT

GUARANTEED OUTPUT [3]

End of Year	Credit per kWh if Guaranteed Output is not met[4]	Guaranteed Output To Date (in kWh)[5]
2		
4		
6		
8		
10		
12		
14		
16		
18		
20		
22		
24		

[3]

[4] The actual credit rate will be the weighted average $/kWh for the applicable 24-month period.

[5] "Guaranteed Output To Date" is based on the cumulative Actual Output. "Actual Output" shall mean the amount of Energy generated by the System to date plus any kWh for which you have previously received a credit.

EXHIBIT D TO POWER PURCHASE AGREEMENT

Payment Method Election Form

HOMEOWNER MUST SELECT ONE OPTION ONLY BY CHECKING THE APPROPRIATE BOX AND SIGNING BELOW

Option 1: Automatic Electronic Recurring Payments

____ By checking this box, you acknowledge that:

1. We will provide you a monthly bill detailing the amount you owe for that billing period. Under federal law, you have the right to stop an automatic payment from your bank account, provided you give your financial institution at least three business days' oral or written notice before the scheduled payment date.
2. The actual settlement date (the date the automatic electronic payment is deducted from your bank account) will be no earlier than your payment due date. We shall bear no liability or responsibility for any losses of any kind that you may incur due to any delay in the actual date on which your bank account is debited.
3. If the due date for payments under your agreement has passed, you give us authority to withdraw two payments from your account on your next due date so that your account will be current on an ongoing basis.
4. If the due date falls on a weekend or holiday in any month, your payment will be debited the following business day.
5. In order to process automatic payments, you must have sufficient available and collected funds in your bank account on the business day before the payment due date and on the payment due date in order to cover the amount of the monthly payment that is due.
6. You must notify us immediately if the automatic payment information you provide changes. If we incur bank fees as a result of inaccurate or out-of-date information provided by you, we have the right to bill you for those fees.
7. We reserve the right to change these conditions at any time. Notice may be given on or with your monthly bill or by other methods. Either party may terminate this payment arrangement at any time by giving the other party written notice at least 15 calendar days prior to the next scheduled payment date.
8. You agree to be bound by any rules your financial institution requires for automatic electronic payments. Below is my account information for the bank account at financial institution _____ to be used for the automatic electronic payments.

   Account Number: _____

   Routing Number: _____

9. You are responsible for any fees your financial institution may charge you for electronic payments.
10. By signing below, you (a) authorize us to automatically deduct your monthly payments from your bank account provided above, (b) agree to the terms and conditions herein, (c) represent to us that you have obtained any required consents from other persons with an ownership interest in the bank account, and (d) represent to us that you are individual authorized to sign this automatic electronic payment authorization as an owner of the bank account and are not required to obtain anyone else's signature.

Option 2: Check by Mail

___ By checking this box, you acknowledge that:

1. Checks should be made payable to EverBright.
2. Checks should be sent to the address listed below for your Monthly Payment by the date the payment is due. This payment address is also listed on the bill you receive for your Monthly Payment.

Bank of America Lockbox Services
Lockbox 843033
1950 N. Stemmons Freeway, Suite 5010
Dallas, TX 75207

If you elect to pay by check, you will pay a fee of $7.50 for each Monthly Payment received. **WE WILL WAIVE THIS PAYMENT PROCESSING FEE IF YOU MAKE YOUR PAYMENTS VIA AUTOMATED CLEARING HOUSE BY AUTHORIZING US TO APPLY AUTOMATIC ELECTRONIC PAYMENTS FROM YOUR BANK ACCOUNT).**

Option 3: Cash

[To be provided]

Fees:

1. **Returned Check Fee**: $15 (or such lower amount as required by law) for any check or electronic fund transfer or other payment that is returned or refused by your bank.
2. **Late Payment Fee**: If you fail to make any payment when due, we will impose a late fee equal to the lesser of (i) one and half percent (1.5%) per month on the portion of your balance that is more than thirty (30) days past due, and (ii) the maximum amount permitted under and subject to applicable law.
3. **Check by Phone Fee**: We will allow an option to pay your Monthly Payment by phone. The fee for such service is $9 (or such lower amount as required by law) for any check payment processed over the phone.

First Authorized Account Holder Signature	Second Authorized Account Holder Signature
Printed Name	Printed Name
Date	Date

EXHIBIT E TO POWER PURCHASE AGREEMENT

DATA USAGE AND DISCLOSURE

This Exhibit E describes the circumstances in which, and purposes for which, we may use or disclose Data.

a. Data Usage: We may use Data for the following purposes (in each case to the extent permitted by law): (1) to operate, maintain, provide, and enhance the System; (2) for our internal purposes, including, without limitation, research and development, improvement of our product and service offerings, and creation of new product and service offerings; (3) to customize content and communications we may provide to you; and (4) for other purposes so long as the Data does not contain personally identifiable information (including where Data has been deidentified).

b. Data Disclosure. We will not disclose any Data other than in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been deidentified); (2) in order to provide our products or services to you (including working with third-party service providers who may assist us in collecting, hosting, maintaining, analyzing or otherwise processing Data for us); (3) if required to do so by any law or regulation or in the good-faith belief that such action is necessary to comply with any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if we believe, in good faith, disclosure is appropriate or necessary to (A) take precautions against liability, (B) protect us or others from fraudulent, abusive, or unlawful uses or activity, (C) investigate or defend against any third-party claims or allegations, (D) protect the security or integrity of our services and any facilities or equipment used to make our service available, or (E) protect our property or other legal rights (including, but not limited to, enforcement of our agreements), or the rights, property, or safety of others; (5) to our assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; (6) to contractors, service providers and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them; and (7) for any purpose for which you have provided your express consent.

Your initials indicate that you have read, understood and accepted the provisions set forth in this Exhibit E.

Agreed and accepted by: _____ (Initials)

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
August 28, 2023

ITEM FOR COUNCIL CONSIDERATION

Sending a comment letter to the County of Santa Barbara regarding its Draft 2023 - 2031 Housing Element Update.

STAFF RECOMMENDATION

Approve the letter (Attachment A) to be sent to the County of Santa Barbara regarding the County's Draft 2023 - 2031 Housing Element Update.

Sample Motion: I move to approve the letter to be sent to the County of Santa Barbara regarding the Draft 2023 - 2031 Housing Element Update.

BACKGROUND

In June, 2021, County planners began preparing the Santa Barbara County 2023 - 2031 Housing Element Update. Similar to the analysis the City performed to update Carpinteria's Housing Element, the County analyzed potential candidate sites available for residential development throughout the unincorporated County areas. On November 10, 2022, the County released an interactive map identifying potential properties for rezone to high density residential zoning designations to include in its draft Housing Element Update as part of the County's strategy to meet its Regional Housing Needs Assessment (RHNA) allocation. The map also identified currently pending proposed residential development projects throughout the County that would also be counted towards meeting the County's RHNA allocation.

In the Carpinteria Valley, these identified sites included the currently proposed 168-unit "Bailard" multifamily housing development located at the top of Bailard Avenue (1101 and 1103 Bailard Avenue), as well as two proposed rezone sites: "Van Wingerden 1" located at 4098 Via Real (a 15-acre agricultural site located behind the "Casas de las Flores" residential development proposed to be rezoned for up to 236 units); and "Van Wingerden 2" located at 4711 Foothill Road (an approximately 10-acre greenhouse site located directly across from Carpinteria High School proposed to be rezoned for up to 180 units). A number of additional sites throughout the Carpinteria Valley were also identified for initial consideration but deemed unlikely to be rezoned due to various

resource constraints and thus were not recommended to be included in the sites inventory.

In February 2023 during the public comment period for the initial draft of the County's Housing Element, the City Council submitted a comment letter requesting changes to the potential rezone sites identified for the Carpinteria Valley. Specifically, the Council asked that both the "Bailard" proposed project site and the "Van Wingerden 1" site be removed from further consideration due to policy conflicts with the County's and City's respective Coastal Land Use Plans and the California Coastal Act (Coastal Act) concerning protection of agricultural resources and conversion of agricultural lands. A copy of the February 2023 letter is provided as Attachment B to this report.[1]

Following several public workshops and hearings, the County submitted the initial draft of its proposed Housing Element to the California Department of Housing and Community Development (HCD) for review on March 31, 2023. Despite the City's February 2023 letter, and acknowledgement by the County that the rezone of these sites pose Coastal Act and LCP policy inconsistency issues, no changes were made to the proposed Carpinteria Valley sites included in the initial draft Housing Element.

In April 2023, the County received preliminary comments back from HCD on their draft Housing Element, and resubmitted a revised draft Housing Element to HCD on June 29, 2023. The revised June 29th draft included a number of changes to the initial draft, including identifying additional potential rezone sites throughout the County for inclusion in the sites inventory and briefly discussing how environmental constraints may impact capacity of sites included in the inventory. The revised draft did not, however, make any changes to the previously-identified proposed sites in the Carpinteria Valley, nor did it acknowledge in any detail how the Coastal Act or County LCP policies may affect the viability of conversion of these sites for high density residential land uses.

DISCUSSION

In light of the County's recent submittal of a revised draft Housing Element to HCD, staff believes it is an appropriate time to comment on the revised draft in order to reiterate the City's request that the County amend the sites inventory. A draft copy of the proposed comment letter is provided as Attachment A to this report.

Like the previous letter sent to the County on February 28, 2023, the proposed draft letter addresses the two potential rezone sites in the Carpinteria Valley and the pending "Bailard" multifamily housing project. The letter urges the County again to abandon inclusion of the "Van Wingerden 1" and "Bailard" sites due to Coastal Land Use Plan and Coastal Act policy inconsistencies to preserve the established urban-rural boundary and protect the agricultural character of the Carpinteria Valley.

[1] The February 27, 2023 City Council staff report for this item is available on the City website at: https://carpinteriaca.gov/city-hall/agendas-meetings/

The letter also addresses concerning comments made during the February 2023 County Planning Commission Concept Review Hearing on the proposed "Bailard" housing project. During the hearing, the applicant team shared their intent to resubmit the project under the "Builder's Remedy" provisions of the Housing Accountability Act. Comments were also made to suggest that such a Builder's Remedy application would limit the County's ability to deny or modify the "Bailard" project.

The proposed draft letter specifically addresses these comments and asserts the City's understanding that pursuant to Government Code section 65589.5, subdivision (e), nothing in the Housing Accountability Act, including the Builder's Remedy, relieves the County from complying with the California Coastal Act or the California Environmental Quality Act. Rather, the Housing Accountability Act, which includes the Builder's Remedy provisions, like other housing laws, must be harmonized with the Coastal Act to the maximum extent feasible. The "Bailard" multifamily housing project is located entirely within the coastal zone and is thus subject to the County's certified Coastal Land Use Plan (CLUP) and Local Coastal Program (LCP). Therefore, the County must still apply any provisions of the County's CLUP and LCP to the Project. The letter respectfully urges the County to acknowledge that it will process the "Bailard" project consistent with its certified CLUP and LCP along with all applicable California Coastal Act policies and conduct a thorough environmental review under the California Environmental Quality Act.

The letter also requests the County's commitment to collaborate with the City on any potential rezones or consideration of new high density residential projects in the vicinity of the City to ensure impacts from such development are properly mitigated and coastal resources are adequately protected.

OPTIONS

1. Approve the letter to be sent to Santa Barbara County Long Range Planning and copied to the County Board of Supervisors (staff recommendation)
2. Approve the letter to be sent with suggested modifications.
3. Receive the report and decline to send the letter.

ATTACHMENTS

Attachment A	Draft letter dated August 28, 2023
Attachment B	February 27, 2023 letter sent to the County

Staff contact: Nick Bobroff, Director
Community Development Department
(805) 755-4407, nickb@carpinteriaca.gov

Signature

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

Signature

Attachment A

Draft letter dated August 28, 2023

County Housing Element Comment Letter
August 28, 2023 City Council Meeting

CITY of CARPINTERIA, CALIFORNIA

August 28, 2023

VIA EMAIL: HOUSINGELEMENT@COUNTYOFSB.ORG

Board of Supervisors
County of Santa Barbara
c/o Jessi Steele, Long Range Planning Division

Re: Santa Barbra County Draft 2023 – 2031 Housing Element Update

Dear Chair Williams and Honorable Members of the Board of Supervisors:

The City of Carpinteria (City) has been closely following the Santa Barbara County (County) Housing Element Update process. We appreciate the challenges faced by the County and other local jurisdictions, ourselves included, in crafting a Housing Element Update that satisfies our respective regional housing needs assessment (RHNA) allocations and meets the California Department of Housing and Community Development's (HCD) high bar for certification. We recognize the need for all areas of the County to share in meeting regional housing needs and that difficult decisions must be made concerning where and how to accommodate needed housing in a manner that affirmatively furthers fair housing.

The City Council submits this letter as a follow up to our February 28, 2023 letter (attached) wherein we requested modifications to the proposed housing sites in the Carpinteria Valley and a County commitment to implement policies and programs aimed at preventing displacement and promoting affordable housing. Since our last letter, we have been pleased to see the County move forward with the recent adoption of a just-cause residential eviction ordinance as an important step toward protecting tenants and helping to preserve the South County affordable rental housing stock.

We remain disheartened, however, to see that the County has not made changes to its inventory of potential rezone sites as requested by the City. Namely, the County still identifies the "Van Wingerden 1" potential rezone site and the "Bailard" pending housing project moving forward, despite the fact that these sites are inconsistent with the County's Comprehensive Plan Agricultural Element Policies, the County's Coastal Land Use Plan, and the California Coastal Act, which call for the preservation of coastal agricultural lands.

Wise planning practices call for higher residential densities to occur within or immediately adjacent to the urban core. County and City land use policies and the Coastal Act support these practices. Yet, the Van Wingerden 1 and Bailard sites contradict these fundamental principles by proposing the highest densities found in the Carpinteria Valley on agricultural lands at the very edge of the City, outside the urban-

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rural boundary, at significant distance from the urban core, with no immediate access to pedestrian, bicycle and public transit routes, and not within reasonable walking distance to grocery shopping and other necessities and conveniences of daily living.

Again, we encourage the County to focus its Housing Element Update rezones on infill development sites located within existing urban and suburban areas throughout the South County. These infill development sites are more likely to be found consistent with California Coastal Act resource protection policies and will promote more desirable residential development near existing job centers and services.

Although the bar remains high to convert agricultural uses, the City believes that the "Van Wingerden 2" site may be an appropriate site to meet the goals of the Coastal Act and County Housing Element Policy 1.3. This site deserves continued consideration given its location along a major transit route, adjacent to existing urban development, and apparent adequate ingress/egress.

The City Council also wishes to address concerning comments regarding the proposed Bailard Avenue Multifamily Housing Project. At the February 2023 County Planning Commission Concept Review Hearing, comments were made indicating the developer intends to resubmit the project under an SB 330 Preliminary Application as a "Builder's Remedy" project pursuant to the Housing Accountability Act. Additional comments were made suggesting the inability of the County to deny or modify the project due to the invocation of the "Builder's Remedy" provisions.

The City asserts that these comments misstate the applicable law. Pursuant to Government Code section 65589.5, subdivision (e), nothing in the Housing Accountability Act, including the Builder's Remedy, relieves the County from complying with the California Coastal Act or the California Environmental Quality Act. Rather, the Housing Accountability Act, like other state housing laws, must be harmonized with the Coastal Act to the maximum extent feasible. The Bailard Avenue Multifamily Housing Project is located entirely within the coastal zone and thus subject to the County's certified Coastal Land Use Plan (CLUP) and Local Coastal Program (LCP). Therefore, the County must still apply any provisions of the County's CLUP and LCP to the Bailard Avenue Multifamily Housing Project. The City Council respectfully urges the County to acknowledge that it will process the Bailard Avenue Multifamily Housing Project consistent with its certified CLUP and LCP along with all applicable California Coastal Act policies and conduct a thorough environmental review under the California Environmental Quality Act.

The City Council requests that the County collaborate with the City as it moves forward with the rezoning of potential sites and consideration of proposed projects in the vicinity of the City. Collaboration with the City regarding appropriate mitigation measures for development impacts (e.g., traffic, parks, coastal resources, etc.) that will occur as a result of these high density residential projects is critical to ensure that new and existing development have access to the public resources that make the Carpinteria Valley a desirable place to live and work. These mitigation measures are necessary to ensure

that implementation of the County's Housing Element Update achieves the dual goals of affirmatively furthering fair housing and protecting coastal resources.

Thank you in advance for your consideration of this request.

Sincerely,

Councilmember Mónica J. Solórzano

Councilmember Wade T. Nomura

Councilmember Roy Lee

Vice Mayor Natalia Alarcon

Mayor Al Clark

Cc: County Clerk of the Board (sbcob@countyofsb.org)
Alia Vosburg, County Development Review Division (avosburg@countyofsb.org)

Attachment B

February 27, 2023 City Council Comment Letter

re: County Housing Element

County Housing Element Comment Letter
August 28, 2023 City Council Meeting

CITY of CARPINTERIA, CALIFORNIA

February 28, 2023

Board of Supervisors
County of Santa Barbara
c/o Jessi Steele, Long Range Planning Division Via email: housingelement@countyofsb.org

Re: Santa Barbra County Draft 2023 – 2031 Housing Element Update

Dear Chair Williams and Honorable Members of the Board of Supervisors:

The City of Carpinteria has been closely following the County Housing Element Update process. We appreciate the challenges faced by the County and other local jurisdictions, ourselves included, in crafting a Housing Element Update that satisfies our respective regional housing needs assessment (RHNA) allocations and meets HCD's high bar for certification. We recognize the need for all areas of the County to share in meeting regional housing needs and that difficult decisions must be made concerning where and how to accommodate needed housing.

The City of Carpinteria City Council offers these comments on the Draft 2023 – 2031 Santa Barbara County Housing Element in the spirit of interagency cooperation and collaboration on housing policies that best serve the Carpinteria Valley and its residents. In consideration of the need to provide the state-mandated housing and, in particular, affordable housing, in southern Santa Barbara County, we are requesting two items:

- Modifications to the proposed housing sites in the Carpinteria Valley; and
- County commitment to implement policies and programs aimed at preventing displacement and promoting affordable housing.

Proposed Housing Sites in the Carpinteria Valley

Agriculture remains an important element of the Carpinteria Valley's identity and economic base, and the desire to protect and preserve the Valley's agricultural heritage going forward is critical. State Housing Element Law requirements to plan for adequate housing sites do not take precedence over the Resource Protection policies of the California Coastal Act ("Coastal Act") and as embodied in the policies and regulations of County and City's respective Local Coastal Programs ("LCPs"). Guidance from the Coastal Commission on this issue cites the need to instead harmonize State Housing laws with Coastal Act policies.

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The County's Draft Housing Element fails to adequately take into account the Resource Protection policies of the Coastal Act, including Coastal Act policies embodied in the County's LCP, with regard to protection of Agricultural Resources. Numerous County and City LCP Policies address Agricultural Buffers and the need to protect agricultural lands/operations from urban residential development (see, e.g., County Article II, Section 35-144O- Agricultural Buffers, Appendix H: Agricultural Buffer Implementation Guidelines and Santa Barbara County Right to Farm Ordinance).

Our position that high density urban development is not appropriate for rural agricultural areas along the City's edges is further supported by numerous adopted policies found in both the County's and City's respective certified LCPs, including but not limited to:

County Comprehensive Plan Agricultural Element Policy and California Coastal Act § 30241. *The maximum amount of prime agricultural land shall be maintained in agricultural production to assure the protection of the areas' agricultural economy, and conflicts shall be minimized between agricultural and urban land uses through all of the following:*

- *By establishing stable boundaries separating urban and rural areas, including, where necessary, clearly defined buffer areas to minimize conflicts between agricultural and urban uses.*
- *By limiting conversions of agricultural lands around the periphery of urban areas to the lands where the viability of existing agricultural use is already severely limited by conflicts with urban uses or where the conversion of the lands would complete a logical and viable neighborhood and contribute to the establishment of a stable limit to urban development.*
- *By permitting the conversion of agricultural land surrounded by urban uses where the conversion of the land would be consistent with Section 30250.*
- *By developing available lands not suited for agriculture prior to the conversion of agricultural lands.*
- *By assuring that public service and facility expansions and non-agricultural development do not impair agricultural viability, either through increased assessment costs or degraded air and water quality.*
- *By assuring that all divisions of prime agricultural lands, except those conversions approved pursuant to subdivision (b) of this section, and all development adjacent to prime agricultural lands shall not diminish the productivity of such prime agricultural lands.*

City Policy LU-3a: *New development shall occur contiguous to existing developed areas of the city. Higher density in certain residential neighborhoods and for residential uses in commercial districts shall be provided as a means to concentrate development in the urban core consistent with zoning designations, particularly where redevelopment of existing structures is proposed.*

> **California Coastal Act § 30250.** *(a) New residential, commercial, or industrial development, except as otherwise provided in this division, shall be located within, contiguous with, or in close proximity to, existing developed areas able to accommodate it or, where such areas are not able to accommodate it, in other areas with adequate public services and where it will not have significant adverse effects, either individually or cumulatively, on coastal resources.*

Specifically, in the Carpinteria Valley, sites identified as the "Van Wingerden 1" potential rezone site and the "Bailard" pending housing project, should be eliminated because of impacts to coastal agricultural lands. Wise planning practices call for higher residential densities to occur within or immediately adjacent to the urban core. City and County land use policies and the Coastal Act support these practices. These two sites contradict this fundamental principle by proposing the highest densities found in the Carpinteria Valley at the very edge of the City, outside the urban-rural boundary, at significant distance from the urban core, with no immediate access to pedestrian, bicycle and public transit routes, and not within reasonable walking distance to grocery shopping and other necessities and conveniences of daily living.

We also do not believe that these sites have the potential to meet state regulations for conversion of agricultural land/use to residential use. The Coastal Act section 30242 expressly identifies that lands suitable for agricultural use shall not be converted to other uses unless continued agricultural use is not feasible or such conversion would preserve prime agricultural land or concentrate development within a developed area. Consistent with this Coastal Act policy, the City is closely scrutinizing potential rezones of agricultural lands within the City to avoid conversion of other agricultural land within the Carpinteria Valley and to concentrate residential development within its urban boundaries. However, the City Council firmly believes that the County and the Coastal Commission cannot make these findings for the Van Wingerden 1 and Bailard sites for the reasons stated above.

While the bar remains high for consideration of conversion of agricultural use and land, the City believes the "Van Wingerden 2" site may appropriately be considered given its location situated along a major transit route, its adjacency to existing urban development on two sides, and what appears to be adequate ingress/egress opportunity.

Lastly, we continue to urge the County to explore and identify additional potential sites for infill development opportunities throughout the unincorporated South County's urbanized and suburban areas. More specifically, the County should be identifying and prioritizing underutilized commercial, office, residential, and governmental properties within these urban areas rather than relying so heavily on "greenfield" development opportunities on agricultural lands outside of the urban-rural boundary. In addition to having a better chance for being found consistent with Coastal Act resource protection policies, such infill opportunities that are closer to job centers could have a more meaningful impact on achieving a regional jobs-housing balance and reducing vehicle miles traveled, as encouraged by Draft County Housing Element Policy 1.3.

Request for Policies and Programs aimed at preventing displacement and promoting affordable housing

We have a common interest in helping to ensure the availability of housing for workers in the agricultural, service and hospitality industries because these are important parts of the regional economy and wages are typically too low to keep pace with housing markets. Housing markets in attractive coastal areas, like Carpinteria, are heavily influenced by factors other than supply, such as demand for vacation rentals and second homes. These factors we expect will continue to contribute to escalating housing prices despite planned growth in supply.

As such, promoting growth and relying on development purported to be "affordable by design" will not be sufficient to meet the housing needs of the region. Government interventions will be required in order to provide housing that is available and that is affordable to many people that work in the City and in the Carpinteria Valley. We urge the County to join the City in developing measures to address this such as:

- Prioritize production of rental housing units over ownership units;
- Prioritize housing for agricultural and service workers;
- Adopt inclusionary requirements to achieve an amount of lower income rent restricted units significantly greater than provided for in state laws;
- Prohibit vacation rentals for multi-family residential housing built in the Carpinteria Valley, including prohibitions on corporate and limited liability company ownership models;
- Establish a vacancy tax and/or other measures to ensure second home use contributes to affordable housing development and preservation;
- Enact rent stabilization on multi-family rental housing; and
- Establish no-cause eviction prohibition regulations beyond state law requirements.

The City included each of the above measures in its Annual Work Plan and plans to incorporate these measures in our Housing Element to advance the City's evidence to prevent displacement of existing residents and provide affordable housing for South County essential workers. The County should incorporate similar measures in its Housing Element policies and programs to ensure that the County and City move forward collaboratively to advance truly affordable housing policies within the Carpinteria Valley.

Lastly, we are seeking a commitment from the County to collaborate with the City to determine appropriate mitigation for development impacts, (e.g., traffic, parks, etc.) that will occur in the City as a result of these higher residential densities occurring outside the City limits, and to require these to be addressed as a part of project development approval. Such mitigation is critical to ensure that new and existing development have access to the public resources that make south Santa Barbara County a desirable place to live and work.

Thank you in advance for your consideration of this request.

Sincerely,

Councilmember Mónica J. Solórzano

Councilmember Wade T. Nomura

Councilmember Roy Lee

Vice Mayor Natalia Alarcon

Mayor Al Clark

Cc: sbcob@countyofsb.org

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
August 28, 2023

ITEM FOR COUNCIL CONSIDERATION

Annual Review of Fire Protection Mitigation Fee Program.

STAFF RECOMMENDATION

Adopt Resolution No. 6259, approving the update of the Fire Protection Mitigation Fee Schedule for Development and accepting the Carpinteria-Summerland Fire Protection District's Annual Report.

Sample Motion: I move to adopt Resolution No. 6259, as read by title only.

BACKGROUND

The State Legislature passed into law the Mitigation Fee Act (AB 1600) that established California Government Code Section 66000 et. seq. The City and County of Santa Barbara (County) subsequently adopted ordinances imposing Fire Protection Fees on any new development within the jurisdictions of the City and County, respectively. The mitigation fees are collected by the City and County for the benefit of the Carpinteria-Summerland Fire Protection District (District). The City ordinance is codified in Chapter 8.26 of the Carpinteria Municipal Code. The County ordinance is codified in Chapter 15, Article IIIA of County Code. The District's Development Impact Fee Calculation and Nexus Report and Master Facilities Plan for the Carpinteria-Summerland Fire Protection District (dated August 10, 2016) is the initial report that served as the nexus study in accordance with the Mitigation Fee Act.

Each year, the City and County are required to receive and review an annual report provided by the District. The annual review includes the District's Development Impact Fee (DIF) fund description, Fee Schedule, Master Facilities Plan, and current fee ledger. Resolution No. 6150 (adopted July 25, 2022) was the City Council's last approval and acceptance of the District's Annual Report.

The initial public hearing was scheduled on July 24, 2023, for the City Council's review; however, in response to a request by the District, the Council directed the continuation of the public hearing to its meeting of August 28, 2023. The purpose of this agenda matter is for the City Council to adopt Resolution No. 6259, approving the update of the Fire

Protection Mitigation Fee Schedule for Development, and accepting the Carpinteria-Summerland Fire Protection District's Annual Report.

DISCUSSION

The District Board approved the Annual Report, as shown in Attachment A, and updated the Fee Schedule at its meeting of July 5, 2023. This City staff report serves as the Annual Report for the Fire Protection Mitigation Fee Program. Should the City Council adopt Resolution No. 6259, as shown in Attachment B, it would also approve the adjustments of the fire protection mitigation fees.

Table 1 below shows the comparison of both the current Fee Schedule as adopted by the City Council on July 25, 2022 and the proposed Fee Schedule with adjustments supported by the Annual Report. The fire protection mitigation fees are adjusted on July 1 of each fiscal year by a percentage equal to the Construction Cost Index as published by Engineering News Record for the preceding twelve months in accordance with Carpinteria Municipal Code Section 8.26.040.

Table 1
Fire Protection Development Impact Fee Schedule
(Current and Proposed)

Type of Development	2022-2023 Fees (Current)	2023-2024 Fees (Proposed)
Estate Residential Dwelling	$2,265.92 First 2,700 Sq. Ft. (2)	$2,376.95 First 2,700 Sq. Ft. (1)
Detached Residential Dwellings	$2,312.60 Per Unit	$2,370.02 Per Unit
Attached Multiple Residential	$2,004.76 Per Unit	$2,102.99 Per Unit
ADU < 750 Sq. Ft.	$0.00 (3)	$0.00 (2)
ADU ≥ 750 Sq. Ft.	$0.521 Per Sq. Ft. of primary dwelling (3)	$0.546 Per Sq. Ft. of primary dwelling (2)
Mobile Homes	$4,120.56 Per Unit	$4,322.47 Per Unit
Senior Assisted Living Units	$2,879.09 Per Unit	$3,020.16 Per Unit
Commercial Lodging	$1,946.72 Per Unit	$2,042.11 Per Unit
Retail/Service/Office Uses	$4.35 Per Sq. Ft.	$4.56 Per Sq. Ft.
Industrial/Manufacturing Uses	$0.536 Per Sq. Ft.	$0.562 Per Sq. Ft.
Institutional Uses	$0.308 Per Sq. Ft.	$0.323 Per Sq. Ft.

Notes: (1) Plus $0.482/Square Foot beyond 2,700 Square Feet
(2) Plus $0.521/Square Foot beyond 2,700 Square Feet
(3) Fees per 2019 AB 68, AB 881 and SB 13; Government Code Section 65852.2
Source: Development Impact Fee Calculation and Nexus Report and Master Facilities Plan for the Carpinteria-Summerland Fire District. August 10, 2016

POLICY CONSISTENCY

The recommendation is consistent with Mitigation Fee Act and Carpinteria Municipal Code Chapter 8.26.

The recommendation is also consistent with the Public Facilities & Services Element of the General Plan and Local Coastal Plan Policies:

PF-5b. The City will require proposed new developments to pay a fair share of the cost of needed public facilities and services…

PF-5c. The City will ensure that new development will not adversely impact services and facilities provided to existing development.

FINANCIAL CONSIDERATIONS

Collection of fire protection mitigation fees provides for a portion of the revenue necessary for the Carpinteria-Summerland Fire Protection District to fund equipment acquisitions and construct facilities as outlined in the District's Facilities Master Plan. The fees are adjusted on an annual basis (July 1st) in accordance with Carpinteria Municipal Code Section 8.26.040 by using the Construction Cost Index percentage of the preceding twelve months as listed in the Engineering News Record, which was 4.9-percent for Fiscal Year 2022-23. Table 2 below shows examples of fee payments.

Table 2
Fire Protection Development Impact Fee Comparison

Proposed Development	Units/Size	2022-2023 Fee (Current)	2023-2024 (Proposed Fee)
Example Residential Projects			
Residential	1 Unit	$2,265.92	$2,376.95
Multi-family	2 Units	$4,531.84	$4,753.90
Commercial	6,668 Sq. Ft.	$29,005.80	$30,406.08
Residential	6 Units	$13,595.52	$14,261.70
Multi-family	23 Units	$46,109.48	$48,368.77

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Notice of Public Hearing appeared in The Coastal View News on July 13 and 20, 2023.

On February 10, 2004, the City of Carpinteria and the Carpinteria-Summerland Fire Protection District executed an indemnification and hold harmless agreement. The purpose of the agreement was for the District to indemnify and hold harmless the City and City agents, officers, and employees from claims related to the imposition, administration, and collection of the District's fire protection mitigation fees. This agreement continues to be in effect.

OPTIONS

1. Approve and adopt Resolution No. 6259, updating the Fire Protection Mitigation Fee Schedule for Development, and approving and accepting the Carpinteria-Summerland Fire Protection District's Annual Report. (Staff recommendation)
2. Direct staff to amend Resolution No. 6259, as determined appropriate, and adopt the resolution as amended.
3. Decline to adopt Resolution No. 6259 which retains the current Fire Protection Mitigation Fee Schedule. However, the current fees would not be commensurate

with the increased service demands of the Carpinteria-Summerland Fire Protection District caused by any future development.

PRINCIPAL PARTIES EXPECTED AT MEETING

Carpinteria-Summerland Fire Protection District

ATTACHMENTS

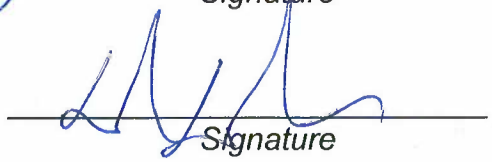
Attachment A: Carpinteria-Summerland Fire Protection District Annual Report
Attachment B: Resolution No. 6259

Staff contact:
John L. Ilasin, Public Works Director
(805) 880-3402; johni@carpinteriaca.gov



Signature

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



Signature

ATTACHMENT A

Carpinteria-Summerland Fire Protection District Annual Report

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CARPINTERIA-SUMMERLAND
FIRE PROTECTION DISTRICT

STAFF REPORT

To:	Carpinteria-Summerland Fire Protection District Board of Directors
From:	Greg Fish, Fire Chief
By:	Michael LoMonaco, Fire Marshal
Date:	June 29, 2023
Topic:	Annual Review of Fire Protection Mitigation Fees

Summary
AB 1600, passed into law in 1989, allows for government agencies to impose Development Impact Fees (DIF). The law was codified in Government Code section 66000 et seq., also referred to as the Mitigation Fee Act. Development Impact Fees or Mitigation Fees are intended to assist local fire agencies in delivering the increasing service demand caused by additional development. In 2003, the City of Carpinteria and the County of Santa Barbara adopted ordinances imposing fire protection mitigation fees on any new development within the Carpinteria-Summerland Fire Protection District. The City's ordinance is codified in Chapter 8.26 of the Carpinteria Municipal Code. The County ordinance is codified in Chapter 15, Article IIIA, of the County Code.

AB 1600 requires that projects to be financed with DIF must be identified in a Master Facilities Plan. Periodic review and adjustment to the DIF ensures that the district collects sufficient funds to construct and purchase additional facilities and equipment to serve new residential and commercial development.

Discussion
Government Code Section 66002 requires that an annual report be prepared that reviews the District's Master Facilities Plan and the estimated costs for constructing public facilities. The estimated costs for construction are adjusted each year by the Engineering News Record Construction Cost Index, which was 4.9 % for FY 2022-2023. In accordance with Carpinteria Municipal Code 8.26.040 and Santa Barbara County Code 15-67 the fees are automatically adjusted.

During FY 2022-2023, fund revenue was $89,404.22 due to various new estate and ocean front developments; interest generated was $5,989.47. Total expenditures during this period were $354,588.35. The ending fund balance was $210,272.12.

Conclusion
Approve the 2023 Annual Review of the Fire Protection Mitigation Fees and direct the Fire Chief to forward the report to Santa Barbara County and Carpinteria City as required by County Code Section 15-67 (a) and Municipal Code Section 8.26.040.

Financial Impact
The proposed fees account for a 4.9% increase of 2023 amounts.

Attachments
Exhibit A – Development Impact Fees
Exhibit B – CSFPD Fund 3633 Balance

EXHIBIT A DEVELOPMENT IMPACT FEES

Current Fees

2022-2023 Fire Protection Development Impact Fee Schedule	
Type of Development	
Estate Residential Dwelling	$2,265.92 First 2,700 Sq. Ft. (1)
Detached Residential Dwellings	$2,312.60 Per Unit
Attached Multiple Residential	$2,004.76 Per Unit
ADU<750 Sq. Ft.	$0.00 (2)
ADU≥750 Sq. Ft.	$0.521 Per Sq. Ft. (2)
Mobile Homes	$4,120.56 Per Unit
Senior Assisted Living Units	$2,879.09 Per Unit
Commercial Lodging	$1,946.72 Per Unit
Retail/Service/Office Uses	$4.35 Per Sq. Ft.
Industrial/Manufacturing Uses	$0.536 Per Sq. Ft.
Institutional Uses	$0.308 Per Sq. Ft.
Notes: (1) Plus $0.521/Sq. Ft. Beyond 2,700 Sq. Ft. (2) Fees per 2019 AB 68, AB 881 and SB 13; Government Code Section 65852.2 Source: Carpinteria Summerland Fire Protection District-Development Impact Fees Nexus Calculation Report and Revised Master Facilities Plan, February 2016	
Engineering News Record Construction Cost Index 2021-2022 8.0 %	

Fee schedule effective July 1, 2023

2023-2024 Fire Protection Development Impact Fee Schedule	
Type of Development	
Estate Residential Dwelling	$2,376.95 First 2,700 Sq. Ft. (1)
Detached Residential Dwellings	$2,370.02 Per Unit
Attached Multiple Residential	$2,102.99 Per Unit
ADU < 750 Sq. Ft.	$0.00 (2)
ADU ≥ 750 Sq. Ft.	$0.546 Per Sq. Ft. (2)
Mobile Homes	$4,322.47 Per Unit
Senior Assisted Living Units	$3,020.16 Per Unit
Commercial Lodging	$2,042.11 Per Unit
Retail/Service/Office Uses	$4.56 Per Sq. Ft.
Industrial/Manufacturing Uses	$0.562 Per Sq. Ft.
Institutional Uses	$0.323 Per Sq. Ft.
Notes: (1) Plus $0.546/Sq. Ft. Beyond 2,700 Sq. Ft. (2) Fees per 2019 AB 68, AB 881 and SB 13; Government Code Section 65852.2 Source: Carpinteria-Summerland Fire Protection District-Development Impact Fees Nexus Calculation Report and Revised Master Facilities Plan, February 2016	
Engineering News Record Construction Cost Index 2022-2023 4.9%	

EXHIBIT B **Carpinteria Summerland FPD Fund 3633**

Fire Protection District Development Impact Fees – Ledger FY 2021-/2022*

	Ledger @ July 1, 2021	Credits	Interest	Debits	Ledger@ June 30, 2022
Fund 3633 Fire Protection Capital Improvements	$469,466.71	$73,006.15	$3,287.35	$44,707.13	$501,053.08

*Final Audited Numbers 7/18/2022

Fire Protection District Development Impact Fees – Ledger FY 2022-/2023**

	Ledger @ July 1,2022	Credits	Interest	Debits	Ledger@ June 30, 2023
Line Item 5305 Fund 3633 Fire Protection Capital Improvements	$469,466.71	$89,404.29	$5,989.47	$ 354,588.35	$210,272.12

** Totals are unaudited and require review before the final report is complete.

ATTACHMENT B

Resolution No. 6259

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RESOLUTION NO. 6259

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA UPDATING THE FIRE PROTECTION MITIGATION FEE SCHEDULE FOR DEVELOPMENT AND APPROVING AND ACCEPTING THE CARPINTERIA-SUMMERLAND FIRE PROTECTION DISTRICT'S ANNUAL REPORT

WHEREAS, on March 22, 2004, the City Council of the City of Carpinteria, California ("City") adopted Ordinance 599, creating and establishing the authority for imposing and charging a fire protection mitigation fee, as codified in Carpinteria Municipal Code Chapter 8.26, and Resolution No. 4857 which established the level of Fire Protection Mitigation Fees; and

WHEREAS, the Carpinteria-Summerland Fire Protection District (District) prepared an analysis of the need for new facilities and improvements required, in the form of a revised 2008 Master Facilities Plan, which set forth the relationship between new development, the needed facilities, and their cost estimates; and

WHEREAS, on September 12, 2016, the City Council received and considered a Report by Revenue and Cost Specialists, LLC, dated August 10, 2016, which analyzes the impacts of future development on the District's fire protection facilities and improvements; and

WHEREAS, by Resolution No. 6150, adopted July 25, 2022, the City Council last approved the District's Annual Report and adjusted Fire Protection Mitigation Fee Schedule for Development; and

WHEREAS, Carpinteria Municipal Code Section 8.26.050 allows the Fire Protection Mitigation Fee to be set and revised periodically by resolution of the City Council; and

WHEREAS, the updated Report and all documents filed with the City Clerk were available for public review on July 7, 2023 and a notice of hearing was published on July 13, 2023 and July 20, 2023 in a newspaper of general circulation within the jurisdiction of the City.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1.

The City Council finds that new development in the City will generate additional demands on fire protection facilities serving the City and will contribute to the impact upon such facilities.

SECTION 2.

The City Council finds the cost estimates set forth in the District's Master Facilities Plan are reasonable cost estimates for the public facilities contained in said Plan and determines that there is a continued need for these improvements and that the improvements are consistent with objectives and policies described in the City's General/Local Coastal Land Use Plan and Environmental Impact Report, Fire Hazard, Objective S-5.

SECTION 3.

The City Council finds that the fees expected to be generated by new development will not exceed the costs for construction of fire protection facilities and improvements set forth in the Master Facilities Plan.

SECTION 4.

The City Council finds as follows:

a. The purpose of the fees is to finance the acquisition and construction of certain fire protection capital improvements, including structures, fire apparatus, and fire equipment.

b. The use to which the fees are to be put is to finance the acquisition and construction of certain fire protection capital improvements, including structures, fire apparatus, and fire equipment.

c. The City Council finds that there is a reasonable relationship between the need for the public facilities for which fees are collected and the type of development project on which the fee is imposed, as more particularly described in Exhibits 1, 2, 3, and 4.

d. The City Council finds that there is a reasonable relationship between the use of the fees and the type of development project on which the fee is imposed, as more particularly described in Exhibit's 1, 2, 3, and 4.

SECTION 5.

The City Council approves the District's adopted Master Facilities Plan as shown in Exhibit 3.

SECTION 6.

The City Council approves the District's Fire Protection Development Impact Fee Schedule as shown in Exhibit 2.

SECTION 7.

As to funds on deposit in the Fire Mitigation Fees Fund, the City Council finds as follows:

a. The purpose of the Fire Mitigation Fees is to finance necessary District infrastructure, fire apparatus and equipment as detailed further in Exhibit 3.

b. A reasonable relationship between the Mitigation Fee and its purpose exists, in that the District nexus calculation report demonstrates that the fee assessed to new development is in proportion to such development's impacts on necessary District infrastructure.

c. The sources and amounts of funding anticipated to complete financing for the Master Facilities identified in the District's Master Facilities Plan are identified as shown in Exhibit 3.

d. All projects on the District's Master Facilities Plan are expected to be completed with development fees, when sufficient funds are collected within the 20-year span of the plan, as shown on Exhibit 3.

PASSED, APPROVED AND ADOPTED on August 28, 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 August 28, 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

EXHIBIT 1 TO RESOLUTION NO. 6259

FUND DESCRIPTION

Master Facilities Plan: Fees collected for the actual and estimated costs to acquire certain fire protection capital improvements, including structures, fire apparatus and fire equipment.

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EXHIBIT 2 TO RESOLUTION NO. 6259

FEE SCHEDULE

Fiscal Year 2023-24 Adopted Fire Protection Development Impact Fee Schedule	
Type of Development	**Fee**
Estate Residential Dwelling	$2,376.95 First 2,700 Sq. Ft. (1)
Detached Residential Dwellings	$2,370.02 Per Unit
Attached Multiple Residential	$2,102.99 Per Unit
ADU < 750 Sq. Ft.	$0.00 (2)
ADU ≥ 750 Sq. Ft.	$0.546 Per Sq. Ft. of primary dwelling (2)
Mobile Homes	$4,322.47 Per Unit
Senior Assisted Living Units	$3,020.16 Per Unit
Commercial Lodging	$2,042.11 Per Unit
Retail/Service/Office Uses	$4.56 Per Sq. Ft.
Industrial/Manufacturing Uses	$0.562 Per Sq. Ft.
Institutional Uses	$0.323 Per Sq. Ft.
Notes: (1) Plus $0.521/Square Foot beyond 2,700 Square Feet (2) Fees per 2019 AB 68, AB 881 and SB 13; Government Code Section 65852.2 Source: Development Impact Fee Calculation and Nexus Report And Master Facilities Plan For the Carpinteria-Summerland Fire District, August 10, 2016.	
Engineering News Record Construction Cost Index 2022-2023 4.9%	

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EXHIBIT 3 TO RESOLUTION NO. 6259

Carpinteria-Summerland Fire Protection District Master Suppression Facilities Plan Fire Suppression Facilities, Vehicles and Equipment		2022-23	% from Fee	Total Dollar Cost from Fee	$ from other Resources	Project Build-Out (+2.7%)
FD-01	Relocate Northerly Station #2		25	$1,180,251	$3,540,754	$4,721,005
FD-02	Expand Southerly Station #1		100	$1,845,676		$1,845,676
FD-03	Relocate the Administration Office		25	$1,325,854	$3,977,563	$5,303,417
FD-04	Construct an Emergency Operations Center (EOC)		25	$273,912	$821,738	$1,095,650
FD-05	Construct Training Tower/Drafting Pit		25	$422,861	$1,268,583	$1,691,444
FD-06	Acquire a Type 1 Engine w/Aerial Attack Capability (Telesquirt)		75	$581,165	$193,722	$774,887
FD-07	Acquire a Type III Fire Engine	$354,588.35	100	$354,176		$354,176
FD-08	Acquire a Multi-Use Incident Support Vehicle		25	$64,574	$193,722	$258,296
FD-09	Improve the Wildland Patrol/Brush Insp. Vehicle		25	$5,740	$17,219	$22,959
	TOTALS					**$16,067,510**

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EXHIBIT 4 TO RESOLUTION NO. 6259
FEE ACCOUNTING

Carpinteria-Summerland FPD Fund 3633

Fire Protection District Development Impact Fees – Ledger FY 2022-/2023**

	Ledger @ July 1, 2022	Credits	Interest	Debits	Ledger@ June 30, 2023
Line Item 5305 Fund 3633 Fire Protection Capital Improvements	$469,466.71	$89,404.29	$5,989.47	$354,588.35	$210,272.12

** Totals are unaudited and require review before the final report is complete.

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City of Carpinteria

COUNCIL AGENDA STAFF REPORT
August 28, 2023

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 6265, initiating amendment of the City's Accessory Dwelling Unit and Junior Accessory Dwelling Unit Regulations, a part of its Local Coastal Program and Zoning Code, in response to recent state Accessory Dwelling Unit legislation.

STAFF RECOMMENDATION

Adopt Resolution No. 6265 (Attachment A), initiating amendments to the Carpinteria Local Coastal Program and Chapter 14.72 of Title 14, Zoning, of the Carpinteria Municipal Code, to address recent state Accessory Dwelling Unit legislation.

Sample Motion: I move to approve and adopt Resolution No. 6265, initiating amendments to the Carpinteria Local Coastal Program and Chapter 14.72 of Title 14, Zoning, of the Carpinteria Municipal Code, in response to recent state Accessory Dwelling Unit legislation.

BACKGROUND

On September 23, 2019, City Council voted unanimously to approve Resolution No. 5915, which initiated the process of amending the City's Local Coastal Program (LCP) and Zoning Code in response to numerous changes in state Accessory Dwelling Unit (ADU) laws. From 2019 through 2022, City staff worked to create Ordinance No. 758, which rescinded and replaced in its entirety Chapter 14.72 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of the Carpinteria Municipal Code (CMC), and minorly amended other chapters, in compliance with state laws regarding ADUs and Junior Accessory Dwelling Units (JADUs).

On September 26, 2022, the City Council voted unanimously to approve Resolution No. 6160, which certified that Ordinance No. 758 was intended to carry out the policies of the City's Coastal Land Use Plan consistent with the California Coastal Act, and which directed that Ordinance No. 758 be sent to the California Coastal Commission (CCC) for certification. The CCC certified Ordinance No. 758 in December 2022, and City Council subsequently reviewed and unanimously approved the Ordinance upon a second reading on January 23, 2023. A copy of Ordinance No. 758, which reflects the

City's current ADU and JADU regulations, is included with this report as Attachment B. Since adoption of Ordinance No. 758, a total of 11 ADUs have been applied for, with five of those (as of August 11th) having completed all necessary reviews and obtained their respective building permits.

In September 2022, the state legislature passed and the Governor signed into law, Senate Bill (SB) 897 and Assembly Bill (AB) 2221, which further amended state requirements for local government regulation of ADUs and JADUs. Staff proposes updating the CMC to conform to the requirements of SB 897 and AB 2221, which went into effect January 1, 2023. Additional updates in response to any other changes to state legislation and state ADU law adopted in 2023 also can be addressed as part of this effort.

The purpose of this agenda item is for the City Council to consider taking action to initiate a LCP Amendment that will harmonize the new ADU and JADU requirements in state law with the City's Zoning Code, LCP and Coastal Act policies. Should the Council initiate the work as recommended, staff will draft the proposed amendments, including holding related public meetings, for future consideration by the City's Planning Commission and City Council, and certification by the CCC.

DISCUSSION

In recent years, the state legislature has passed a flurry of housing laws with the goal of increasing housing affordability and availability, an objective shared by the City. In an effort to do so, however, the state has increasingly eroded local agencies' ability to regulate residential development, including ADUs. For example, SB 897 and AB 2221 increase the size and scope of ADUs that local agencies must allow under certain conditions, streamline the permitting process for certain types of ADUs or JADUs, and further limit the circumstances under which an application for an ADU or JADU may be denied. These laws also require that local agency ordinances apply objective standards to ADUs and JADUs.

These new laws will require changes throughout CMC Chapter 14.72, most notably regarding height limits, exceptions for front setbacks, and parking requirements for ADUs that are included in applications for new residences. Attachment C to this report summarizes how recent changes to state ADU/JADU law affect the City's current ADU/JADU regulations. In addition, 2023 legislation may further amend ADU/JADU law in a manner that necessitates additional changes to CMC Chapter 14.72.

Initiation of the subject legislative work will allow staff to embark on updates to the City's Local Coastal Program and Zoning Code standards for ADUs and JADUs to implement the goal of state ADU legislation to facilitate and increase the availability of smaller, more affordable housing units while also addressing local conditions, including the need to protect coastal resources under the Coastal Act.

ENVIRONMENTAL

The initiation of the described amendments to the Carpinteria Local Coastal Program, and Chapter 14.72 of Title 14, Zoning of the Carpinteria Municipal Code is not subject to the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.17 and Title 14 of the California Code of Regulations Section 15060(c)(2) (the initiation of potential amendments will not result in a direct or reasonably foreseeable indirect physical change in the environment), 15060(c)(3) (the initiation of potential amendments is not a "project" as defined in section 15378), 15061(b)(3) (the initiation of potential amendments 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 initiation of potential amendments in question may have a significant effect on the environment, the activity is not subject to CEQA), and 15262 (the initiation of possible amendments only authorizes feasibility and planning studies for possible amendments to the City's Local Coastal Program).

POLICY CONSISTENCY

There are a number of policies within the Land Use, Community Design, and Housing Elements of the General Plan/Local Coastal Land Use Plan that speak to housing availability, community character, and coastal resource protection that are relevant to the contemplated ADU/JADU regulations amendments. Some of the key policies are listed 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.*

Objective LU-3: *Preserve the small beach town character of the built environment of Carpinteria, encouraging compatible revitalization and avoiding sprawl development at the city's edge.*

Policy LU-3a: *New development shall occur contiguous to existing developed areas of the city. Higher density in certain residential neighborhoods and for residential uses in commercial districts shall be provided as a means to concentrate development in the urban core consistent with zoning designations, particularly where redevelopment of existing structures is proposed.*

Policy LU-3b: *The Community Design Element shall guide the character of development, and represent a comprehensive statement of the community's visual objectives.*

Policy LU-3i: *Ensure the provision of adequate services and resources, including parking, public transit and recreational facilities, to serve proposed development.*

COMMUNITY DESIGN ELEMENT

Citywide Community Design Objectives

Objective CD-1: *The size, scale and form of buildings, and their placement on a parcel should be compatible with adjacent and nearby properties, and with the dominant neighborhood or district development pattern.*

Objective CD-3: *The design of the community should be consistent with the desire to protect views of the mountains and the sea (California Coastal Act of 1976 §30251).*

Community Design Subareas

Subarea 1. Downtown Beach Neighborhood

Objective CDS1-3: *Ensure that the scale and character of new development is consistent with the existing small-scale character of the residential neighborhood and that it is consistent with the neighborhood "small beach town" image. Discourage new development of large, "boxy" buildings, with ground floors primarily devoted to garages.*

Subarea 3. Santa Monica, Canalino and El Carro Neighborhoods

Objective CDS3-2: *Preserve and enhance the existing residential neighborhood and ensure that new development enhances the neighborhood character. [GP][1]*

Objective CDS3-3: *Ensure that new development is sensitive to the scale and character of the existing neighborhoods, and consistent with the city's "small beach town" image.*

Subarea 4. The Northeast

Objective CDS4-2: *To take advantage of the subarea's unique mixture of workplaces and affordable housing to develop a vital living and working center for the city. [GP]*

Objective CDS4-3: *Enhance existing residential neighborhoods and ensure that new development improves the neighborhood scale and character. [GP]*

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[1] The notation [GP] included herein refers to provisions of the General Plan that are not part of the certified Local Coastal Program.

Policy CDS4-a: *Ensure that new development is sensitive to the scale and character of the existing neighborhoods, and consistent with the city's "small beach town" image.*

Subarea 5. Concha Loma Neighborhood

Objective CDS5-2: *Preserve the existing residential neighborhoods and their unique characteristics, and ensure that new development enhances the neighborhood character. [GP]*

Objective CDS5-3: *Ensure that new development is sensitive to the scale and character of the existing neighborhoods, and consistent with the city's "small beach town" image.*

HOUSING ELEMENT[2]

Program Category #1: MAKE SITES AVAILABLE TO ACCOMMODATE THE RHNA

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/Coastal Plan and zoning map to meet the housing needs allocated to the City by the Regional Housing Needs Allocation (RHNA) Plan.*
- *Housing Types: In the General Plan/Coastal Plan and implementing ordinances, provide for a mix of housing types consistent with the City's needs, including single-family detached and 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.*

[2] The Housing Element is part of the General Plan but is not part of the City's certified Local Coastal Program. City Council adopted the 2023-2031 Housing Element on April 10, 2023, however the Housing Element has not yet been certified by HCD. An amended Housing Element will be brought forward to the Council for re-adoption in late summer or fall 2023 before being resubmitted to HCD for certification.

Programs:

2. Accessory Dwelling Units

Accessory dwelling units (ADUs) represent an important source of affordable housing in cities with high housing costs. Since ADUs can be accommodated on developed sites at no additional land cost, they represent an excellent option for addressing the needs of seniors, university students, household employees, local service workers and extended family members.

In 2023, after extensive collaboration with the California Coastal Commission, the City amended its ADU regulations in compliance with current state law. The City will promote and facilitate ADU construction to facilitate an annual production of 20 units per year (160 units during this housing cycle) by implementing the following actions:

a. *Post and annually update information regarding ADU opportunities at City Hall and on the website*
b. *Continue to review ADU regulations on an annual basis to determine whether standards could be modified to increase opportunities for additional ADUs without causing adverse impacts on surrounding properties.*
c. *Provide two standardized pre-approved ADU plans (400sf and 480sf) to interested homeowners.*
d. *Offer incentives such as fast-track processing and reduced processing fees when ADUs are voluntarily deed-restricted for low- or moderate-income persons.*
e. *Monitor ADU production and affordability annually and implement additional actions or incentives if production is not meeting anticipated levels. Additional actions, if necessary, should be taken in a timely manner (e.g., within six months), and if necessary, the degree of additional actions should be in stride with the degree of the gap in production and affordability.*

ANNUAL WORK PLAN

The contemplated amendments to the City's ADU and JADU regulations to conform to current state law are generally reflected in the tasks identified as part of the Community Development Department Advanced Planning Program's "Housing Element Update and Response to State Housing Legislation" work plan item, which calls for updating the City's Housing Element and Zoning Code to reflect current state housing laws. This item has been identified as a "high" priority task in the approved work plan and is expected to carry over into 2024 for completion.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City is obligated to amend its LCP and Zoning Code to closely conform to current state ADU/JADU law while still also complying with Coastal Act resource protection policies.

The contemplated amendments to the City's ADU/JADU regulations discussed in this report would not become effective within the City of Carpinteria until the necessary steps have been completed to obtain a certified LCPA from the CCC. In the interim, the City's existing ADU/JADU regulations remain in effect given that state ADU/JADU law does not supersede the California Coastal Act.

FINANCIAL CONSIDERATIONS

Staff time necessary to complete the ordinance development and adoption work would be paid for from the City's General Fund, and has been budgeted for in the current FY2023-24 adopted Budget as part of the Community Development Department's Advance Planning program work and the Administrative Services Department's Central Services program (for the Management Intern position).

Amending the City's ADU/JADU regulations to conform to current state law is expected to have a small net positive impact on the number of ADUs and JADUs applied for and permitted within the City, along with a corresponding small increase in revenues associated with permit and plan check fees.

OPTIONS

The Council may choose to:

1. Initiate amendments to the Local Coastal Program and Zoning Code to address recent changes in state Accessory Dwelling Unit Laws.

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

Affected property owners
Interested citizens

ATTACHMENTS

Attachment A Resolution No. 6265, initiating changes to City ADU and JADU regulations

Attachment B Ordinance No. 758 (current City ADU/JADU regulations)

Attachment C Summary of anticipated changes to City's current ADU/JADU regulations.

Prepared by: Megan Musolf, Management Intern
meganm@carpinteriaca.gov

Signature

Staff Contact: Nick Bobroff, Director
Community Development Department
(805) 755-4407 / nickb@carpinteriaca.gov

Signature

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

Signature

Attachment A.

Draft Resolution No. 6265,

Initiation of Changes to City ADU/JADU Regulations

August 28, 2023 City Council Meeting
Initiation of Amendments to ADU/JADU Regulations
Project 23-2231-ORD/LCPA

RESOLUTION NO. 6265

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, INITIATING AMENDMENTS TO CARPINTERIA ZONING CODE CHAPTER 14.72, PART OF THE LOCAL COASTAL PROGRAM, TO ADDRESS RECENT CHANGES IN STATE ACCESSORY DWELLING UNIT LAWS

WHEREAS, the City of Carpinteria (City) has an Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) Ordinance, codified as Chapter 14.72 of the Carpinteria Municipal Code (CMC); and

WHEREAS, the City's ADU/JADU regulations were last updated and adopted in January 2023 under Ordinance No. 758 in response to numerous changes in state ADU/JADU legislation that were passed between 2016 and 2021; and

WHEREAS, in September 2022, the state legislature passed and the Governor signed into law, Senate Bill (SB) 897 and Assembly Bill (AB) 2221, which further amended state requirements for ADUs and JADUs, and which went into effect January 1, 2023; and

WHEREAS, the changes to state law require substantive amendments to the City's ADU and JADU regulations to reflect, among other changes, increases to the size and scope of ADUs that must be allowed under certain conditions, new permitting streamlining measures for certain types of ADUs and JADUs, and additional limitations to the circumstances under which an application for an ADU or JADU may be denied; and

WHEREAS, additional changes to CMC Chapter 14.72 may be required to reflect other recent changes to state legislation and/or commitments to ADU/JADU production targets called for in the City's Housing Element; and

WHEREAS, the City proposes updates to CMC Chapter 14.72 to harmonize the new ADU and JADU requirements in state law with the City's Zoning Code, Local Coastal Program and Coastal Act policies; and

WHEREAS, the City Council has conducted a public hearing on August 28, 2023 to consider initiation of the above-described amendments, and provided advanced public noticing for the hearing in a manner consistent with the requirements of the California Coastal Act.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct, an incorporated herein by reference.

SECTION 2. The City Council hereby initiates amendments to the Carpinteria Local Coastal Program, and Chapter 14.72 of Title 14, Zoning of the Carpinteria Municipal Code, to address recent changes in State Accessory Dwelling Unit laws consistent with the Coastal Act and Coastal Commission guidance to date.

SECTION 3. The City Council finds that the initiation of amendments to the Carpinteria Local Coastal Program, and Chapter 14.72 of Title 14, Zoning of the Carpinteria Municipal Code is not subject to the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.17 and Title 14 of the California Code of Regulations Section 15060(c)(2) (the initiation of potential amendments will not result in a direct or reasonably foreseeable indirect physical change in the environment), 15060(c)(3) (the initiation of potential amendments is not a "project" as defined in section 15378), 15061(b)(3) (the initiation of potential amendments 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 initiation of potential amendments in question may have a significant effect on the environment, the activity is not subject to CEQA), and 15262 (the initiation of possible amendments only authorizes feasibility and planning studies for possible amendments to the City's Local Coastal Program).

PASSED, APPROVED AND ADOPTED on this 28th day of August, 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 August 28, 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.

Ordinance No. 758

(Current City ADU/JADU Regulations)

August 28, 2023 City Council Meeting
Initiation of Amendments to ADU/JADU Regulations
Project 23-2231-ORD/LCPA

ORDINANCE NO. 758

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA AMENDING CHAPTER 14.72 OF TITLE 14 (ZONING) OF THE CARPINTERIA MUNICIPAL CODE BY RESCINDING AND REPLACING RESIDENTIAL SECONDARY DWELLING UNIT PROVISIONS WITH PROVISIONS CONCERNING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS, AND INCLUDING RELATED AMENDMENTS TO VARIOUS OTHER CHAPTERS WITHIN TITLE 14 TO BE CONSISTENT WITH THIS INTENT

RECITALS

WHEREAS, on September 27, 2016, the State Legislature adopted Assembly Bill ("AB") 2299 and Senate Bill ("SB") 1069 (Government Code ("GC") Section 65852.2) requiring ministerial approval of planning and building permit applications for Accessory Dwelling Units ("ADUs") that are located within single-family residential zones and comply with applicable parking, setback, and size restrictions.

WHEREAS, on October 8, 2017, the State Legislature adopted SB 229 and AB 494 (GC Section 65852.2) to allow ADUs on all lots zoned for single- or multi-family uses, reduce maximum parking requirements, and make clarifying edits to GC Section 65852.2.D.

WHEREAS, on October 9, 2019, the State Legislature adopted AB 68, AB 881, and SB 13 (GC Sections 65852.2 and 65852.22) to further streamline the permit process for and reduce the development standards applicable to ADU and Junior Accessory Dwelling Units ("JADUs").

WHEREAS, on September 28, 2020, the State Legislature adopted AB 3182 to update and clarify provisions of GC Section 65852.2.

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.

WHEREAS, on October 12, 1981, by Ordinance 315, the City Council adopted Title 14 of the Carpinteria Municipal Code, in compliance with the State of California planning and zoning laws.

WHEREAS, on May 29, 2001, by Resolution 4670, the City Council adopted the first amendment to the Carpinteria General Plan and Local Coastal Program (Project No. GPA/LCPA 97-810), in compliance with California Law (Government Code Section 65300, et seq., and Public Resources Code 30000 et seq.), respectively.

WHEREAS, in March of 2019, the City published its Final City of Carpinteria Sea Level Rise Vulnerability Assessment and Adaptation Project, which constitutes a science-based investigation, findings, and recommendations to address physical effects of sea level rise upon the public and lands in the City's jurisdiction, and responds to California Coastal Commission guidance related to protection of Coastal Act resource policies.

WHEREAS, the Final City of Carpinteria Sea Level Rise Vulnerability Assessment and Adaptation Project investigates coastal flooding, tidal inundation, and coastal erosion risks in 2019 and projected coastal hazard risks in 2030, 2060, and 2100, based upon the regional County of Santa Barbara Coastal Resilience Project, utilized by the counties of Santa Barbara and Ventura and the cities of Goleta and Oxnard.

WHEREAS, the Final City of Carpinteria Sea Level Rise Vulnerability Assessment and Adaptation Project identifies the greatest coastal hazard risks in the Beach Neighborhood District, which is bounded by the Carpinteria Salt Marsh to the west, the Union Pacific Railroad to the north, Carpinteria City Beach to the south, and Linden Avenue to the east, as defined in the Community Design Element of the City's General Plan and Local Coastal Plan (2003), with an estimated 1.1 miles of public road and 4 public parking lots vulnerable to coastal hazards by 2030; 2.5 miles of lateral coastal access, 13 vertical coastal access points, and 2.2 miles of coastal trails vulnerable to coastal hazards; and the most vulnerable parcels, comprised of approximately 90 percent residential lots, located in this district.

WHEREAS, the Final City of Carpinteria Sea Level Rise Vulnerability Assessment and Adaptation Project identifies that the Carpinteria Salt Marsh, and three neighborhood districts: Beach Neighborhood, Carpinteria Bluffs, and Concha Loma Neighborhood, as defined in the Community Design Element of the City's General Plan and Local Coastal Plan (2003), warrant regional strategies and adaptation measures. Such strategies for built environments of these neighborhoods may include but are not limited to implementation of a Managed Retreat Program (e.g., Beach Neighborhood), a Repetitive Loss Program, storm drain and channel improvements, and a Coastal Adaptation Overlay Zone.

WHEREAS, consistent with the City's certified Local Coastal Program ("LCP") and policies of the Coastal Act, the City's current LCP Objective LU-1 requires the City to "establish the basis for orderly, well planned urban development while protecting coastal resources and providing for greater access and recreational opportunities for the public."

WHEREAS, consistent with the City's certified Local Coastal Program and policies of the Coastal Act, the City's current LCP Objective S-4 requires the City to "minimize the potential risks and reduce the loss of life, property and the economic and social dislocations resulting from flooding."

WHEREAS, on September 23, 2019, the City adopted Resolution No. 5915 to initiate the Accessory Dwelling Unit zone code amendment work program item, recognizing the need to develop City ADU and JADU regulations in order to promote development of more affordable housing units as well as market rate units to increase the City's housing supply; the City Council directed staff to proceed with incorporating State ADU and JADU law into its LCP, recognizing Coastal Act consistency requirements remain in effect.

WHEREAS, the City Council finds that the need to proactively encourage the safe and orderly development of ADUs and JADUs in the City must also address compliance with the Coastal Act and the City's Local Coastal Program, including preservation and promotion of public access and recreational opportunities and minimization of potential risks to public safety associated with loss of life, property, impaired traffic flow, and social dislocations resulting from identified coastal hazards, including flooding.

WHEREAS, the City Council therefore identifies an area of the Beach Neighborhood District, as an area excluded from development of ADUs and JADUs due to identified, science-based coastal hazards that presently occur along the seaward side of Sandyland Road, and with increasing hazards that are projected to occur in the district due to estimated sea level rise of one to five feet, between the present and through 2100 as identified in the City of Carpinteria Sea Level Rise Vulnerability Assessment and Adaptation Project.

WHEREAS, the City Council now finds that it is in the interest of the orderly development of the City and important to the preservation of the health, safety, and general welfare of the residents of the City, to adopt an ordinance amending Chapter 14.08 - DEFINITIONS; Chapter 14.12 (R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT; Chapter 14.14 (PRD PLANNED RESIDENTIAL DEVELOPMENT DISTRICT); Chapter 14.16 (PUD PLANNED UNIT DEVELOPMENT DISTRICT); Chapter 14.17 (MHS/PUD MOBILE/MODULAR HOME SUBDIVISION/PLANNED UNIT DEVELOPMENT DISTRICT); Chapter 14.18 (MHP PLANNED UNIT DEVELOPMENT DISTRICT); Chapter 14.20 (CPD COMMERCIAL PLANNED DEVELOPMENT DISTRICT); Chapter 14.22 (CB CENTRAL BUSINESS DISTRICT); Chapter 14.26 (M-RP INDUSTRIAL RESEARCH PARK DISTRICT); Chapter 14.28 (M GENERAL INDUSTRY DISTRICT); Chapter 14.32 (A AGRICULTURE DISTRICT); and Chapter 14.72 (SECONDARY DWELLING UNITS) to implement new regulations regarding the permitting of ADUs and JADUs in compliance with GC Sections 65852.2 and 65852.22.

WHEREAS, the proposed Title 14 - Zoning Ordinance amendment is consistent with the General Plan and Coastal Land Use Plan and the requirements of the State planning, zoning, and development laws.

WHEREAS, the proposed Title 14 - Zoning Ordinance amendment is in the interest of the general community welfare since it will serve to implement the requirements of State law that promote the development of ADUs and JADUs that will increase the supply of housing in the City while protecting coastal resources consistent with the Coastal Act and the City's certified LCP.

WHEREAS, the Planning Commission has held a duly noticed public hearing on August 1, 2022, as required by GC Section 65854, on the proposed Title 14 - Zoning Ordinance amendment at which hearing the proposed amendment was explained and comments invited from people in attendance.

WHEREAS, the Planning Commission adopted a resolution at a public meeting on August 1, 2022 that provides its recommendations on the proposed Title 14 - Zoning Ordinance amendment to the City Council.

WHEREAS, on August 1, 2022, the Planning Commission unanimously recommended that the City Council adopt this ordinance (Ordinance 758) to implement the Accessory Dwelling Unit and Junior Accessory Dwelling Unit Program based on its determination of the program's consistency with the City's Local Coastal Program, General Plan, and Municipal Code Chapter 14 - Zone Code.

WHEREAS, on August 1, 2022, the Planning Commission unanimously recommended that the City Council determine that Ordinance No. 758 is statutorily exempt from review under CEQA pursuant to Public Resources Code Section 21080.17, which states that CEQA does not apply to adoption of an Accessory Dwelling Unit ordinance to implement the provisions of State Government Code Section 65852.2

WHEREAS, on August 1, 2022, the Planning Commission unanimously recommended that the City Council determine that Ordinance No. 758 is categorically exempt from review under CEQA in accordance with CEQA Guidelines Section 15303, which exempts new construction or conversion of small structures, implemented under the provisions of State Government Code Section 65852.22.

WHEREAS, the City Council has held a duly noticed public hearing on (TBD "adoption date"), as required by GC Section 65854, on the proposed Title 14 - Zoning Code amendment at which hearing the proposed amendment was explained and comments invited from people in attendance.

WHEREAS, the City adoption of the proposed Title 14 - Zoning Code amendment reflects the Council's commitment to promote development of ADUs and JADUs in accordance with state housing laws, to increase the City's affordable and market rate housing supplies and contribute to the City's Regional Housing Needs Allocation, and to protect coastal resources in accordance with the Coastal Act and the City's Coastal Land Use Plan.

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

SECTION 1. INCORPORATION OF RECITALS

The City Council hereby finds and determines that the foregoing recitals, which are incorporated herein by reference, are true and correct.

SECTION 2. ADOPTION OF ADU - BEACH NEIGHBORHOOD OVERLAY DISTRICT MAP

Pursuant to Section 14.04.070 of the Carpinteria Municipal Code, Exhibit 1, attached to and made a part of this ordinance by this reference, delineates the boundaries of the ADU Beach Neighborhood Overlay District.

SECTION 3. RESCINDING CHAPTER 14.72

Chapter 14.72 of the Carpinteria Municipal Code is rescinded in its entirety.

SECTION 4. AMENDMENT OF TITLE 14 OF CARPINTERIA MUNICIPAL CODE

Chapter amendments to the Carpinteria Municipal Code made by this ordinance are delineated below as underlined text with the exception of Chapter 14.72, which includes text that replaces the current text in its entirety.

Chapter 14.04, of Title 14 of the Carpinteria Municipal Code is hereby amended (in part) to read as follows:

14.04.060 - Overlay Districts.

1. In addition to the regulations governing the foregoing districts, the following overlay districts and the symbols used to represent them on the official zoning maps are established as follows:

ADU Beach Neighborhood	ADU-Beach
Coastal Appeals Area	CA
Ellinwood Parcel	Ellinwood
Environmentally Sensitive Habitat	ESH
Flood Hazard Area	FH
Residential	R

Specific Plan	S
Transportation Corridor Wetland	TCW
Vacation Rental	VR
Visitor-Serving/ Highway Commercial	V
Whitney Site	Whitney

2. The regulations of the overlay district shall apply to the land in the same manner as specific district regulations. Overlay regulations shall apply wherever the symbol and the boundaries of the area are shown on the official zoning maps. When a symbol for an overlay district is added to a district symbol, the provisions of the overlay district shall be effective in addition to the applicable district regulations. If any of the provisions of the overlay district conflict with provisions of the specific district regulations, the provisions which are most restrictive shall govern.

Section 14.08.010, of Chapter 14.08 (DEFINITIONS), of Title 14 of the Carpinteria Municipal Code is hereby amended, in part, to read as follows:

14.08.010 Accessory Building or Structure.

"Accessory building or structure" means a building containing no kitchen, with the exception of an Accessory Dwelling Unit as defined in Section 14.72, and located upon the same building site as the building or use to which it is accessory the use of which is customarily incidental, appropriate and subordinate to the use of the main building, or to the main use of the land.

Chapter 14.12 (R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT), of Title 14 of the Carpinteria Municipal Code is hereby amended, in part, to include Section 14.12.015 to read as follows:

14.12.15 – Processing Accessory Dwelling Units and Junior Accessory Dwelling Units.

The following processes shall govern development of such units in the R-1 district, in accordance with Section 14.72 (ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS):

1. Accessory Dwelling Units, outside the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit.
2. Accessory Dwelling Units, within the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit, appealable to the California Coastal Commission as provided in Chapter 14.78 (APPEALS).
3. Junior Accessory Dwelling Units shall be subject to issuance of a building permit.

Chapter 14.14 (PRD PLANNED RESIDENTIAL DEVELOPMENT DISTRICT), of

Title 14 of the Carpinteria Municipal Code is hereby amended, in part, to include Section 14.14.015 to read as follows:

14.14.015 – Processing Accessory Dwelling Units and Junior Accessory Dwelling Units.

The following processes shall govern development of such units in the PRD district, in accordance with Section 14.72 (ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS):

1. Permits for Accessory Dwelling Units and Junior Accessory Dwelling Units located in the ADU Beach Neighborhood Overlay District, shall be subject to discretionary review in accordance with Section 14.72.110 of this Chapter.
2. Accessory Dwelling Units and Junior Accessory Dwelling Units shall be permitted in the PRD district.
3. Junior Accessory Dwelling Units shall be subject to issuance of a building permit.
4. Accessory Dwelling Units outside the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit.
5. Accessory Dwelling Units, within the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit, appealable to the California Coastal Commission as provided in Chapter 14.78 (APPEALS).

Chapter 14.16 (PUD PLANNED UNIT DEVELOPMENT DISTRICT), of Title 14 of the Carpinteria Municipal Code is hereby amended, in part, to include Section 14.16.025 to read as follows:

14.16.025 – Processing Accessory Dwelling Units and Junior Accessory Dwelling Units.

The following processes shall govern development of such units in the PUD district, in accordance with Section 14.72 (ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS):

1. Accessory Dwelling Units, outside the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit.
2. Accessory Dwelling Units, within the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit, appealable to the California Coastal Commission as provided in Chapter 14.78 (APPEALS).
3. Junior Accessory Dwelling Units shall be subject to issuance of a building permit.

Chapter 14.17 (MHS/PUD MOBILE/MODULAR HOME SUBDIVISION/ PLANNED UNIT DEVELOPMENT DISTRICT), of Title 14 of the Carpinteria Municipal Code is hereby amended, in part, to include Section 14.17.045 to read as follows:

14.17.045 – Processing Accessory Dwelling Units and Junior Accessory Dwelling Units.

The following processes shall govern development of such units in the MHS/PUD district, in accordance with Section 14.72 (ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS):

1. Accessory Dwelling Units, outside the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit.
2. Accessory Dwelling Units, within the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit, appealable to the California Coastal Commission as provided in Chapter 14.78 (APPEALS).
3. Junior Accessory Dwelling Units shall be subject to issuance of a building permit.

Chapter 14.18 (MHP PLANNED UNIT DEVELOPMENT DISTRICT), of Title 14 of the Carpinteria Municipal Code is hereby amended, in part, to include Section 14.18.015 to read as follows:

14.18.015 – Processing Accessory Dwelling Units and Junior Accessory Dwelling Units.

The following processes shall govern development of such units in the MHP district, in accordance with Section 14.72 (ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS):

1. Permits for Accessory Dwelling Units and Junior Accessory Dwelling Units located in the ADU Beach Neighborhood Overlay District, shall be subject to discretionary review in accordance with Section 14.72.110 of this Chapter.
2. Accessory Dwelling Units, outside the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit.
3. Accessory Dwelling Units, within the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit, appealable to the California Coastal Commission as provided in Chapter 14.78 (APPEALS).
4. Junior Accessory Dwelling Units shall be subject to issuance of a building permit.

Chapter 14.20 (CPD COMMERCIAL PLANNED DEVELOPMENT DISTRICT), of Title 14 of the Carpinteria Municipal Code is hereby amended, in part, to include Section

14.20.015 to read as follows:

14.20.015 – Processing Accessory Dwelling Units and Junior Accessory Dwelling Units.

The following processes shall govern development of such units in the CPD district, in accordance with Section 14.72 (ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS):

1. Permits for Accessory Dwelling Units and Junior Accessory Dwelling Units located in the ADU Beach Neighborhood Overlay District, shall be subject to discretionary review in accordance with Section 14.72.110 of this Chapter.
2. Accessory Dwelling Units, outside the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit.
3. Accessory Dwelling Units, within the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit, appealable to the California Coastal Commission as provided in Chapter 14.78 (APPEALS).
4. Junior Accessory Dwelling Units shall be subject to issuance of a building permit.

Chapter 14.22 (CB CENTRAL BUSINESS DISTRICT), of Title 14 of the Carpinteria Municipal Code is hereby amended, in part, to include Section 14.22.015 to read as follows:

14.22.015 – Processing Accessory Dwelling Units and Junior Accessory Dwelling Units.

The following processes shall govern development of such units in the CB district, in accordance with Section 14.72 (ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS):

1. Accessory Dwelling Units, outside the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit.
2. Accessory Dwelling Units, within the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit, appealable to the California Coastal Commission as provided in Chapter 14.78 (APPEALS).
3. Junior Accessory Dwelling Units shall be subject to issuance of a building permit.

Chapter 14.26 (M-RP INDUSTRIAL RESEARCH PARK DISTRICT), of Title 14 of the Carpinteria Municipal Code is hereby amended, in part, to include Section 14.26.015 to read as follows:

14.26.015 – Processing Accessory Dwelling Units and Junior Accessory Dwelling Units.

The following processes shall govern development of such units in the M-RP district, in accordance with Section 14.72 (ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS):

1. Accessory Dwelling Units, outside the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit.
2. Accessory Dwelling Units, within the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit, appealable to the California Coastal Commission as provided in Chapter 14.78 (APPEALS).
3. Junior Accessory Dwelling Units shall be subject to issuance of a building permit.

Chapter 14.28 (M GENERAL INDUSTRY DISTRICT), of Title 14 of the Carpinteria Municipal Code is hereby amended, in part, to include Section 14.28.015 to read as follows:

14.28.015 – Processing Accessory Dwelling Units and Junior Accessory Dwelling Units.

The following processes shall govern development of such units in the M district, in accordance with Section 14.72 (ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS):

1. Accessory Dwelling Units, outside the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit.
2. Accessory Dwelling Units, within the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit, appealable to the California Coastal Commission as provided in Chapter 14.78 (APPEALS).
3. Junior Accessory Dwelling Units shall be subject to issuance of a building permit.

Chapter 14.32 (A AGRICULTURE DISTRICT), of Title 14 of the Carpinteria Municipal Code is hereby amended, in part, to include Section 14.32.025 to read as follows:

Chapter 14.32 – A AGRICULTURE DISTRICT

14.32.025 – Processing Accessory Dwelling Units and Junior Accessory Dwelling Units.

The following processes shall govern development of such units in the A district, in accordance with Section 14.72 (ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS):

1. Accessory Dwelling Units, outside the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit.
2. Accessory Dwelling Units, within the coastal zone appeals jurisdiction, shall be subject to approval of an administrative coastal development permit, appealable to the California Coastal Commission as provided in Chapter 14.78 (APPEALS).
3. Junior Accessory Dwelling Units shall be subject to issuance of a building permit.

Chapter 14.72 of Title 14 of the Carpinteria Municipal Code is hereby rescinded and replaced in its entirety to read as follows:

Chapter 14.72 – ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS.

14.72.010 Purpose and Intent.

The purpose of this chapter is to provide for processing requests for Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) within zone districts that permit residential uses, as defined in this Chapter and Chapters governing zone districts of Title 14. The need for these provisions is based on the following findings:

1. The adopted policy of the city is to encourage a range of housing types, designs, and costs to suit the varying needs and desires of the community in terms of income, family size, and physical ability within existing neighborhoods.
2. Opportunities for affordable housing for persons of low and moderate income are becoming increasingly scarce.
3. The shortage of low-and moderate-income housing opportunities is exacerbated by the lack of available rental units at a time when few rental units are being constructed. Thus, the existing rental stock needs to be preserved and new rental opportunities provided.
4. Accessory Dwelling Units have been a part of the city's housing stock and provide a valuable source of rental housing for persons of low and moderate income, particularly the elderly, students, and single-parent family households.
5. The establishment of clear objective development standards, consistent with applicable state law, including but not limited to Government Code Section 65852.2 or 65852.22 and the California Coastal Act, is required to reduce the time necessary to secure permits for Accessory Dwelling Unit and Junior Accessory Dwelling Unit construction and to ensure that there will be no adverse effect on the public health, safety and welfare.
6. Expand opportunities to create additional housing to suit the spectrum of individual lifestyles and space needs, allow more efficient use of existing

housing stock and public infrastructure, and provide a range of housing opportunities.

7. Allow Accessory Dwelling Units and/or Junior Accessory Dwelling Units as an accessory use to a Primary Residential Unit, consistent with California Government Code Section 65852.2 or 65852.22 and the California Coastal Act, as applicable.
8. Promote Accessory Dwelling Units and/or Junior Accessory Dwelling Units that are compatible with the surrounding neighborhood, cultural and historic resources, and historic districts; preserve the City's coastal resources including but not limited to environmentally sensitive habitats, public coastal access, and visual resources; promote long-term sustainability; contribute to a desirable living environment; and avoid risks to public safety associated with loss of life, property, and social dislocations resulting from identified coastal hazards, including flooding.

14.72.020 Definitions.

Chapter 14.08 (DEFINITIONS) apply to Chapter 14.72, unless they conflict with the definitions below. Where a conflict may occur, the definitions below shall apply and have the following meaning:

A **Accessory Dwelling Unit.** An attached or a detached residential unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing Primary Residential Unit. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and be located on the same parcel that the Primary Residential Unit is or will be situated. The following categories of Accessory Dwelling Units are subject to specific development standards:

Accessory Dwelling Unit. Accessory Dwelling Units connected with an existing or proposed Primary Residential Unit, with size, height, and setback standards as described in Section 14.72.055, (DEVELOPMENT STANDARDS FOR ACCESSORY DWELLING UNITS). Up to one Accessory Dwelling Unit and one Junior Accessory Dwelling Unit may be allowed on property where residential uses are permitted and has been developed, or will be developed concurrently with the Accessory Dwelling Unit(s), subject to the provisions of this Chapter (14.72).

Special Accessory Dwelling Unit. Specific types of Accessory Dwelling Units, meeting specific criteria identified in Government Code section 65852.2(e) that may be combined with a Junior Accessory Dwelling Unit with certain size, height, and setback standards described in Section 14.72.090, (DEVELOPMENT STANDARDS FOR SPECIAL ACCESSORY DWELLING UNITS). Further, Special Accessory Dwelling Units allow for more than one Accessory Dwelling Unit on a property zoned for multiple family use. Such units are not subject to local zoning and development standards, but must meet building code and health and safety requirements.

An Accessory Dwelling Unit also includes the following:

1) An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code.
2) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

B. **Carshare Vehicle.** A motor vehicle that is operated as part of a regional fleet by a public or private car sharing company or organization which provides hourly or daily car sharing service to its members.

C. **Efficiency Kitchen.** A kitchen that includes at a minimum:

1) Appliances for cooking food and refrigeration, either built-in or countertop.
2) A sink for food preparation greater than 12 inches by 12 inches, excluding the sink located in the bathroom.
3) A food preparation counter.

D. **Existing Floor Area**. A legally permitted building constructed on the site with a final inspection or certificate of occupancy as of the date of application submittal, that conforms to current zoning standards or is legal nonconforming as to current zoning standards, in accordance with Section 14.08.270 (FLOOR AREA, GROSS) and Section 14.08.275 (FLOOR AREA, NET).

E. **Junior Accessory Dwelling Unit.** A unit that is no more than 500 square feet in size and contained entirely within an existing or proposed single residential unit. A Junior Accessory Dwelling Unit may include separate sanitation facilities or may share sanitation facilities with the existing or proposed single residential unit and includes an efficiency kitchen.

F. **Passageway.** A pathway that is unobstructed clear to the sky and extends from a street to one entrance of the Accessory Dwelling Unit.

G. **Primary Residential Unit.** The existing or proposed residential unit on a lot on which an Accessory Dwelling Unit or Junior Accessory Dwelling Unit is permitted. The Primary Residential Unit shall comprise one unit in either a dwelling, one family; dwelling, two family; dwelling, multiple; or mixed-use development (as those terms are defined in Section 14.08 (DEFINITIONS) of this Title).

H. **Principal Place of Residence.** The residence where a property owner actually lives for the greater part of time, or the place where the property owner remains when not called elsewhere for some special or temporary purpose and to which the property owner returns frequently and periodically, as from work or vacation.

If multiple persons own the property as tenants in common or some other form of common ownership, a person or persons representing at least 50 percent of the ownership interest in the property shall reside on the property a majority

of their time as their principal place of residence. Any person or persons who qualify for the homeowner's tax exemption under the California State Board of Equalization rules, may qualify as an owner occupant.

The burden shall be on the property owner to show that the primary residential unit, accessory dwelling unit, or junior accessory dwelling unit is the property owner's principal place of residence as evidenced by qualifying for the homeowner's tax exemption, voter registration, vehicle registration, or similar methods that demonstrate owner-occupancy as their principal place of residence.

14.72.030 Where Permitted.

A **Accessory Dwelling Unit**. An Accessory Dwelling Unit that conforms to the development standards of this section shall be permitted in any zone that allows residential use, located on a lot developed or proposed to be developed with one or more residential units, except as prohibited or restricted in subsection C below. An Accessory Dwelling Unit that does not conform to the development standards of this section, may nonetheless be approved in accordance with the requirements of Section 14.72.060.H.2.

B. **Junior Accessory Dwelling Unit**. A Junior Accessory Dwelling Unit may be permitted in any zone that allows residential use, and shall be located on a lot developed with an existing or proposed single residential unit, except as prohibited or restricted in subsection C below.

C. **Prohibited or Restricted Locations.**

1) Based on the Final Sea Level Rise Vulnerability Assessment and Adaption Plan identification of flooding hazards in the Beach Neighborhood Overlay District and City Local Coastal Plan Objective S-4, proposed Accessory Dwelling Units in the Beach Neighborhood Overlay District, as defined in the ADU Beach Overlay District Zoning Map, shall be subject to discretionary review, as determined necessary by the Community Development Director, or a Director-appointed designee, to address and mitigate identified coastal hazards, including flooding, and coastal resource policy issues that address coastal access, in order to avoid risks to public safety associated with loss of life, property, and social dislocations

2) Accessory Dwelling Units shall be permitted in locations that are consistent with coastal resource protection policies of the City's Coastal Land Use Plan, including but not limited to environmentally sensitive habitats; coastal access; and visual, recreational, and cultural resources.

3) No Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall be permitted in a formally designated area where water or sewer service is found to be inadequate by the Carpinteria Sanitary District or Carpinteria Valley Water District, as appropriate, or in a formally designated area where traffic flow and public safety would be adverse impacted, as determined by the Carpinteria-Summerland Fire Protection District.

4) Unless prohibited or restricted by C.1 – C.4 of this subsection, applications for an Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit in the California Coastal Commission's Appeals Jurisdiction shall be permitted in accordance with Section 14.72.110.

14.72.035 Unit Configuration.

A. One Accessory Dwelling Unit and/or one Junior Accessory Dwelling Unit shall be permitted on a lot in addition to the Primary Residential Unit, pursuant to this Chapter. However, multiple Accessory Dwelling Units may be permitted in accordance with all the configuration requirements, development standards, and special procedures outlined in Section 14.72.090, Development Standards for Special Accessory Dwelling Units.

B. An Accessory Dwelling Unit may be permitted in the following configurations:

1) Incorporated entirely within an existing or proposed Primary Residential Unit.

2) Incorporated entirely within an existing accessory building, including garages, located on the same lot as the Primary Residential Unit.

3) Through conversion of a garage, carport or covered parking structure.

4) Attached to or increasing the size of an existing Primary Residential Unit or attached accessory building located on the same lot as the Primary Residential Unit.

5) Detached from and located on the same lot as the existing or proposed Primary Residential Unit. An Accessory Dwelling Unit that is attached to another detached accessory building, but not the Primary Residential Unit, or is attached by a breezeway or porch, is considered detached.

C. Except as provided in Health and Safety Code Section 17981.12, Accessory Dwelling Units shall not be permitted within an existing nonconforming structure if the structure is nonconforming as to the coastal resource protection policies of the LCP.

14.72.040 Sale, Rental, and Occupancy Terms.

All Accessory Dwelling Units and Junior Accessory Dwelling Units shall be subject to the following sale, rental, and occupancy terms:

A. **Not to be Sold Separately**. An Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall not be sold separately from the Primary Residential Unit, subject to the provisions of Government Code Section 65852.26 and/or other provisions of state law that govern Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit sales.

B. **Deed Restriction**. Prior to issuance of a permit for an Accessory Dwelling Unit or Junior Accessory Dwelling Unit, the owner shall record a deed restriction with the County Recorder and file the recorded deed restriction with the City, acknowledging the applicable use limitations consistent with

this Section 14.72.040 or other applicable limitations in the Title 14 of the Carpinteria Municipal Code and City administrative policies applying to the applicable base zone district that shall run with the land.

C. **Rental Terms**. The Accessory Dwelling Unit or Junior Accessory Dwelling Unit may be rented as a residential unit. The Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall not be rented as a Short-Term Rental, as defined in Section 14.08.562 or for less than thirty one (31) consecutive days, whichever is more restrictive. Rental terms shall not allow termination of the tenancy prior to the expiration of at least one thirty (30) day period occupancy by the same tenant.

D. **Owner Occupancy**. The following types of projects are subject to an owner occupancy requirement:

1) The property owner's principal place of residence requirement, upon the property where an Accessory Dwelling Unit is permitted, shall not apply to Accessory Dwelling Units approved between adoption of this Chapter 14.72 and January 1, 2025. The property owner's principal place of residency requirement shall apply to, an Accessory Dwelling Unit permit issued after January 1, 2025, unless otherwise prohibited under state law, or upon repeal of Government Code Section 65852.2(a)(6)(B) removing the state-imposed prohibition of an owner occupancy requirement, whichever occurs first.

2) Where a Junior Accessory Dwelling Unit is located on a property, the burden shall be on the property owner to show that the Primary Residential Unit, or Junior Accessory Dwelling Unit is the property owner's principal place of residence as evidenced by qualifying for the homeowner's tax exemption, voter registration, vehicle registration, or similar methods that demonstrate owner-occupancy. A property owner shall have only one principal place of residence for the purposes of this Chapter 14.72. Notwithstanding, owner occupancy shall not be required if the property owner is another governmental agency, land trust, or housing organization.

E. **Hardship Waiver**. If owner occupancy is required in accordance with subsection D, Owner Occupancy, the property owner may apply for a temporary waiver in the event of a hardship. For the purposes of this section, an event of a hardship includes but is not limited to the death or disability of the property owner, job transfer, or similar significant personal situation which prevents the property owner from occupying the owner's unit. A property owner or estate representative may apply for a temporary waiver of the owner-occupation requirement for a specific time period to allow the owner's unit to be occupied by a non-property owner until the cessation of the circumstances preventing the property owner from occupying the owner's unit on the property. The Community Development Director shall review applications for an event of hardship waiver. Any such temporary waiver shall specify the period of time for which it is granted, provided that no such waiver may be granted for a period longer than three (3) years.

F. **Removal of Owner Occupancy Requirement**. With the exception of owner occupancy covenants, restrictions or conditions required to permit a Junior Accessory Dwelling Unit, the Community Development Director will, in a form acceptable to the City Attorney, release an owner occupancy requirement recorded against the property prior to adoption of this ordinance upon the request of the property owner. No other covenants, restrictions or conditions required pursuant to this Title 14, and contained in the agreement recorded against the property shall be released, unless the Community Development Director determines that the covenant, restriction or condition conflicts with California Civil Code section 714.3.

14.72.050 Required Features.

Each Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall contain, at a minimum, the following features:

A **Residential Elements**. Permanent provisions for separate residential occupancy must be provided as follows within the contiguous livable floor space of the Accessory Dwelling Unit or Junior Accessory Dwelling Unit and must be independent from the Primary Residential Unit, unless otherwise noted:

1. Provisions for cooking, including storage, countertop, sink, and electric outlets as required per Carpinteria Municipal Code, Title 15 – Buildings and Construction. A Junior Accessory Dwelling Unit may contain an efficiency kitchen.

2. A bathroom consisting of a toilet, sink, and bathtub or shower. A Junior Accessory Dwelling Unit may share sanitation facilities with the existing or proposed Primary Residential Unit.

3. A separate sleeping room, except in studio residential units, where a living room is considered a sleeping room.

B. **Minimum Floor Area**. The minimum floor area for a new Accessory Dwelling Unit is as follows:

1. Efficiency Unit: 150 square feet.

2. Studio Unit: 220 square feet.

Such usable floor area shall be exclusive of open porches, garages, basements, cellars and unfinished attics. The minimum floor area for Accessory Dwelling Units that are created by converting existing structures is 150 square feet.

C. **Exterior Access**. Exterior access to the unit, that is independent from the Primary Residential Unit must be provided. An Accessory Dwelling Unit or Junior Accessory Dwelling Unit may provide an interior connection consisting of one fire-rated lockable door between the Primary Residential Unit, but one is not required.

D. **Fire Sprinklers**. Fire sprinklers are required only if they are required for the Primary Residential Unit.

E. **Permanent Foundation**. Attached and detached units shall be constructed with a City-approved permanent foundation in accordance with Chapter 15 – Buildings and Construction, of the Carpinteria Municipal Code.

F. **Property Addresses**. Addresses identifying all residential units on the lot, with minimum three- and one-half-inch numbers plainly visible from the street or road fronting the property shall be provided.

G. **Utility Fees**. An Accessory Dwelling Unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the Accessory Dwelling Unit was constructed with a new single-family dwelling.

H. **Public Sewer Service**. Accessory Dwelling Units and Junior Accessory Dwelling Units shall comply with the sewer service requirements of the Carpinteria Sanitary District, including but not limited to advanced procurement of a Sewer Construction Permit for exterior plumbing modifications or sewer lateral installation.

I. **Public Water Service**. Accessory Dwelling Units shall comply with the water service requirements of the Carpinteria Valley Water District, consistent with state law, including but not limited to Government Code Section 65852.2(f)(2)(A).

J. **Direct Utility Connection**. No direct new or separate utility connection, or related fees, shall be required between a public sewer or water service district and an Accessory Dwelling Unit or Junior Accessory Dwelling Unit that is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure (including an expansion of not more than 150 square feet beyond the same physical dimensions as the existing structure.

K. **Passageway**. No passageway is required in conjunction with the construction of an Accessory Dwelling Unit or Junior Accessory Dwelling Unit.

L. **Enforcement of Building Standards.** In enforcing building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code, a local agency, upon request of an owner of an accessory dwelling unit for a delay in enforcement, shall delay enforcement of a building standard, subject to compliance with Section 17980.12 of the Health and Safety Code providing the Accessory Dwelling Unit was built prior to January 1, 2020.

14.72.055 Development Standards for Accessory Dwelling Units and Junior Accessory Dwelling Units.

A. **Development Standards Generally**. The development standards listed in this section apply to Accessory Dwelling Units and Junior Accessory Dwelling Units, except for Special Accessory Dwelling Units permitted in accordance with all the configuration requirements, development standards, and special procedures outlined in Section 14.72.090, Standards for Special Accessory Dwelling Units.

1. The reductions and exceptions to the development standards normally applicable to residential development allowed in this section are for the express purpose of promoting the development and maintenance of an Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit on the lot. If for any reason the Accessory Dwelling Unit is not maintained on the lot in conformance with this section, the lot shall be brought into compliance with all of the requirements for the residential development, or with the legal nonconforming condition of the lot prior to the development of the Accessory Dwelling Unit, including, but not limited to, the requirements for open yard, setbacks, and covered parking.
2. Except as otherwise specified in this section, projects developed in accordance with this Chapter shall otherwise comply with objective development standards applicable to an attached or detached accessory building or structure for the housing type and base zone in which the lot is located.
3. One Primary Residential Unit shall be designated on a lot on which an Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit is permitted.
4. Notwithstanding Section B below or other local development standards for the base zone district that are not expressly prohibited by state law or reduced due to provisions in Section 14.72.030, any other minimum or maximum size for an Accessory Dwelling Unit based upon a percentage of the proposed floor area or existing floor area, or limits on building coverage, floor area ratio, open space, or minimum lot size, for either attached or detached dwellings shall permit at a minimum: an 800 square foot Accessory Dwelling Unit that is up to 16 feet in height, with four-foot side and rear yard setbacks, constructed in compliance with all other local development standards.

B. **Maximum Floor Area**. The maximum floor area(s) for a standard Accessory Dwelling Unit and Junior Accessory Dwelling Unit are as follows:

1. Attached Accessory Dwelling Unit. An Accessory Dwelling Unit that is attached to, and increasing the size of, the Primary Residential Unit shall not exceed 50 percent of the existing floor area of the existing Primary Residential Unit, and shall not exceed a maximum floor area of 800 square feet.

2. Converted Accessory Dwelling Unit. An Accessory Dwelling Unit that is incorporated entirely within an existing Primary Residential Unit, or within an existing accessory building, is not limited in size.

3. Detached Accessory Dwelling Unit. An Accessory Dwelling Unit that is detached from the Primary Residential Unit and may or may not be attached to another detached accessory building, including detached garages, shall not exceed the following maximum floor area based on lot size and number of bedrooms:

   a. Lots up to 14,999 square feet:

      i. One-bedroom or studio units: 850 square feet.

      ii. Two or more-bedroom units: 1,000 square feet.

4. Junior Accessory Dwelling Unit. The maximum floor area of a Junior Accessory Dwelling Unit shall not exceed 500 square feet.

C. **Relationship to Other Floor Area Limitations**. The floor area of an Accessory Dwelling Unit or Junior Accessory Dwelling Unit is included in any other floor area limitation in this Title that is applicable to an attached or detached accessory building for the housing type and in the base zone in which the lot is located.

1. Exception. The floor area of a detached Accessory Dwelling Unit shall be excluded from the aggregate maximum lot coverage allowed for other detached accessory buildings, such as work or storage sheds.

D. **Building Separation**. The minimum separation between the Primary Residential Unit and a detached Accessory Dwelling Unit shall be five feet.

E. **Front, Side, and Rear Setbacks**. The following setbacks shall apply to new and converted standard Accessory Dwelling Units approved pursuant to this section:

1. New Construction. Newly constructed Accessory Dwelling Units shall comply with the following setback standards:

   a. Front Setback: Meet the minimum front setback for residential structures of the base zone district.

   b. Side and Rear Setback: Four feet in all zones except 4-R-1, which must maintain a minimum three feet of distance in the side yards.

2. Converted. No setback is required to convert the existing floor area of a principal or accessory building to an Accessory Dwelling Unit.

3. Demolished or Substantially Redeveloped. No setback is required when an existing principal or accessory building is demolished or substantially redeveloped and converted to an Accessory Dwelling Unit, provided that the new building is reconstructed in the same location and with the same dimensions and floor area as the existing building.

   a. Exception for Small Conforming Additions. One small 150-square-foot conforming first floor addition may be permitted on a substantially

redeveloped and converted accessory building that is nonconforming as to the front, side, or rear setbacks for accommodation of unit ingress and egress.

4. New Construction Combined with Replacement of a Nonconforming Accessory Structure. The construction of an Accessory Dwelling Unit may be combined with the demolition and replacement of a detached accessory structure that is nonconforming as to the front, side, or rear setbacks if all of the following requirements are met:

   a. The new accessory structure is reconstructed in the same location and with the same dimensions as the existing accessory structure; or

   b. The Accessory Dwelling Unit and any additions to the accessory structure shall conform with setbacks of this section; and

   c. The new accessory structure shall comply with all applicable height and all other development standards of this section.

14.72.060 Design Review.

All Accessory Dwelling Units or Junior Accessory Dwelling Units shall be subject to the following architectural design criteria as applicable to either new construction or exterior alterations, which shall be reviewed ministerially by the Community Development Director or the Director's designee. Design standards in the base zone district shall apply where they do not conflict with this section or state law. For purposes of this section, portions of a building or site considered to be the Accessory Dwelling Unit shall include all of the contiguous interior livable floor area of the Accessory Dwelling Unit and any exterior alterations directly attached to, and integral to, the livable floor area of the Accessory Dwelling Unit.

A. **Prohibition of Shiny Roofing and Siding**. New roofing and siding materials that are shiny, mirror-like, or of a glossy metallic finish are prohibited.

B. **Grading**. No more than 30 cubic yards of grading on slopes of less than 15 percent.

C. **Height.** An Accessory Dwelling Unit shall not exceed the following, whichever is greater:

   1. Height of the Primary Residential Unit;

   2. Number of stories of the Primary Residential Unit; or

   3. 16 feet.

      This height limitation is not applicable to an Accessory Dwelling Unit constructed above a garage; however, in no event shall the resulting building exceed the maximum height or number of stories allowed for a detached or attached accessory building in the zone.

   4. Unless constructed over a garage, the new unit located in the front yard shall be:

a. No more than one-story and 16 feet in height; and

b. Screened from the street by location or landscape, as viewed from the street.

D. **Design.** New detached or attached Accessory Dwelling Units shall utilize the design of the Primary Residential Unit regarding style, fenestration, materials, colors, and details if the Accessory Dwelling Unit meets any of the following:

1. Attached to, or if any portion of the Accessory Dwelling Unit is located within 20 feet of, the Primary Residential Unit;
2. Two stories tall, or 12 feet or taller in building height;
3. Located in the front yard or visible from a public street or public place.
4. Located on a site on which there is a historical resource as follows:
   a. Listed on the National Register of Historic Places or the California Register of Historic Resources; or
   b. Designated as a City of Carpinteria Landmark or Structure of Merit.

E. **Front Yard Location**. The construction of a new detached Accessory Dwelling Unit located in the front yard shall be subject to all of the following: The new Accessory Dwelling Unit must be located a minimum of 20 feet back from all front lot lines, or meet the minimum front setback for the zone in which the lot is located, whichever is greater, providing setbacks do not preclude construction of a Special Accessory Dwelling Unit.

F. **Privacy Standards**. The construction of an Accessory Dwelling Unit where any portion of the proposed construction is either: two or more stories tall or 16 feet or taller in building height, shall comply with the following:

1. Upper story unenclosed landings, decks, and balconies greater than 20 square feet, shall face the Primary Residential Unit or the public right-of-way.
2. Upper story unenclosed landings, decks and balconies, that do not overlook the adjoining property due to orientation or topography, may be located at the minimum interior setback line if an architectural screening element such as enclosing walls, trellises, awnings or perimeter planters with an eight-foot minimum height is incorporated into the unenclosed landing, deck or balcony.
3. Upper story windows that face or overlook the adjoining property, located within 15 feet of the interior lot lines, shall be installed with a minimum of 72 inches above finish floor.

G. **Solar Access**. Newly constructed detached Accessory Dwelling Units are subject to the Energy Code requirement to provide solar panels. The panels may be installed on the Accessory Dwelling Unit or the Primary Residential Unit. Accessory Dwelling Units that are constructed within existing space, or as an addition to existing homes, including detached additions where an

existing detached building is converted from non-residential to residential space, are not subject to this requirement.

14.72.070 Protection for Historic Resources.

No Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall be permitted if the proposal would cause a substantial adverse change in the significance of a historical resource that is listed or eligible for listing on the National Register of Historic Places, the California Register of Historical Resources, located in the downtown and Old Town District, or designated as a City of Carpinteria Landmark or Structure of Merit. The Community Development Director shall make this determination by requiring additional information that the Director determines is necessary, including but not limited to a Historic Resources Report, to ensure that the proposal is consistent with City cultural and historic resource policies and as appropriate, the Secretary of Interior's *Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings.*

14.72.080 Parking Standards

Consistent with the requirements of the City's Coastal Land Use Plan Policies, sufficient off-street parking must be provided for any new development and substantial redevelopment so as to avoid significant adverse impacts to public access to the shoreline and coastal recreation areas. Automobile parking, therefore, must be provided consistent with this Section for lots developed with Accessory Dwelling Units or Junior Accessory Dwelling Units, as follows:

A. **Beach Neighborhood Overlay District**. All required parking in the Beach Neighborhood Overlay District shall be located based on:

1. The City's Local Coastal Plan Objective OSC-14 and Policy OSC-14a, the City's Final Sea Level Rise Vulnerability Assessment and Adaption Plan identification of increasing coastal flood hazards in the Beach Neighborhood Overlay District and given existing identified impeded traffic flow during flood events at neighborhood and Carpinteria State Beach parking lots.

2. The need to preserve coastal public access in this area, where specific vacation rental provisions are implemented under the LCP and high demand exists for coastal visitor-serving recreational opportunities, including coastal access parking.

Parking may be located and designed consistent with D.3 of this section.

B. **Primary Residential Units**. Automobile parking for the Primary Residential Unit shall be provided in compliance with Chapter 14.54, except as provided below.

1. Special Procedures for Conversion or Demolition of Existing Covered Parking to an Accessory Dwelling Unit. When an existing garage, carport, or other covered parking structure is converted to an Accessory Dwelling

Unit or a Junior Accessory Dwelling Unit or demolished in conjunction with the construction of the unit, the required covered parking spaces that are displaced by the conversion or demolition shall not be required to be replaced.

2. Nonconforming Conditions. If the Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit is developed in accordance with all the requirements of this Chapter, and is a Special Accessory Dwelling Unit eligible for approval, nonconforming parking shall not be required to conform to current parking standards for new floor area associated with the unit(s).

C. **Junior Accessory Dwelling Units**. No automobile parking is required for Junior Accessory Dwelling Units.

D. **No Parking Required for Certain Dwelling Units.** The following types of Accessory Dwelling Units are not required to provide parking if it meets all of the following criteria:

1. The Accessory Dwelling Unit is located outside of ADU Beach Neighborhood Overlay District based on the Final Sea Level Rise Vulnerability Assessment and Adaption Plan science-based identification of coastal hazards in the Beach Neighborhood Overlay District, that presently occur along the seaward side of Sandyland Road, and with increasing hazards that are projected to occur in the district due to estimated sea level rise of one to five feet, between the present and through 2100

2. The Accessory Dwelling Unit meets at least one of the following measures that will sufficiently reduce the demand for off-street parking:

   a. The Accessory Dwelling Unit is located within a walking distance of one-half mile of an operational public transit stop, which shall include various means of transportation that charge set fees, run on fixed routes, and are available to the public; or

   b. The Accessory Dwelling Unit is located within the Downtown Old Town District; or

   c. The Accessory Dwelling Unit is contained entirely within the permitted floor area of the existing Primary Residential Unit or an existing accessory building; or

   d. When on-street parking permits are required but not offered to the occupants of the Accessory Dwelling Unit; or

   e. When there is a carshare vehicle located within 500 feet of the Accessory Dwelling Unit.

3. All other Accessory Dwelling Units shall provide parking as below:

   a. A minimum of one uncovered automobile parking space per unit or bedroom, whichever is less. Guest parking shall not be required for Accessory Dwelling Units in any circumstance.

b. The space may be provided as tandem parking on a driveway.

c. Uncovered parking spaces may be located four feet from any interior lot line, provided a minimum of three feet in width of planting area is provided for the length of the paved parking area along the interior lot line.

14.72.090 Development Standards for Special Accessory Dwelling Units.

Special Accessory Dwelling Units, as defined in Section 14.72.020(A), shall be allowed, consistent with state law, in accordance with either subsection A or B, below, and shall conform to the development standards of subsection C, below. Design standards of the base zone district shall apply where they do not conflict with this section or state law.

A. **Configuration – Dwelling, Single Family Lots**. A lot developed with only one existing or proposed single residential unit, may permit one of the following types of Special Accessory Dwelling Units:

1. Converted Portion of Main Building. Only one Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit contained entirely within the fully enclosed existing floor area of the existing or proposed Primary Residential Unit; or

2. Converted Accessory Building. Only one Accessory Dwelling Unit contained entirely within the fully enclosed existing floor area of a garage or other accessory building on the same lot as the Primary Residential Unit, plus one 150-square-foot conforming first floor addition, if the addition is limited to accommodating ingress and egress; or

3. One Unit – New Construction. One newly constructed Accessory Dwelling Unit, detached from any other main or accessory building; or

4. Two Units – Combination. One Junior Accessory Dwelling Unit contained entirely within the existing, legally permitted, fully enclosed livable floor area of the existing or proposed Primary Residential Unit, plus one newly constructed, Accessory Dwelling Unit, detached from any other main or accessory building.

B. **Configuration - Dwelling, Multiple Family Lots**. A lot developed with two or more residential units may permit one of the following types of Special Accessory Dwelling Units:

1. Converted Non-Livable Space. At least one Accessory Dwelling Unit, and up to twenty five percent (25%) of the existing number of multifamily structures (structure containing multiple dwelling units) on a lot, may be converted into a Special Accessory Dwelling Unit on the lot, if contained entirely within portions of fully enclosed existing floor area of a residential structure that is not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages; or

2. Two Units – New Construction. No more than one newly constructed Accessory Dwelling Unit, detached from any other main or accessory building, shall be allowed for lots with four of fewer units. For lots with greater than four units, no more than two newly constructed Accessory Dwelling Units, detached from any other main or accessory building shall be allowed.

C. **Development Standards Generally**. The development standards listed in this section apply to specific types of Special Accessory Dwelling Units with certain size, height, and setback standards that, if followed, allow for a permit issued by the Director of the Community Development Department. Further, no lot coverage, floor area ratio, open space, or minimum lot size shall preclude the construction of a Special Accessory Dwelling Unit.

1. Maximum unit size. The maximum unit size of a Special Accessory Dwelling Unit shall be 800 square feet.
2. Height. The maximum height of a Special Accessory Dwelling Unit shall be 16 feet.
3. Setbacks. Rear yard and side yard setbacks shall be a minimum of 4 feet.
4. Parking. Except for Accessory Dwelling Units or Junior Accessory Dwelling Units located in Beach Neighborhood Overlay District, which is subject to Section 14.72.080 – PARKING STANDARDS, no replacement or additional parking shall be required.
5. Nonconformity. Correction of any existing or created nonconformity shall not be required, except that Special Accessory Dwelling Units shall not be allowed in buildings or structures that are nonconforming as to coastal resource protection policies or development standards of the LCP.
6. Rental term. No unit shall be rented for 30 days or less.
7. Fire sprinklers. Fire sprinklers are required in units where required for the primary residence.
8. Density. Units shall not be calculated as part of general plan/coastal land use plan density calculations.
9. Ownership occupancy. Special Accessory Dwelling Units and Junior Accessory Dwelling Units shall conform to owner occupancy terms as defined in Section 14.72.040(D).

D. **Development Standards for Conversion of Existing or Proposed Primary Single-Family Residence or Accessory Structure into a Special Accessory Dwelling Unit.**

Except for Accessory Dwelling Units located in Beach Neighborhood Overlay District, which is subject to Section 14.72.080 – PARKING STANDARDS, no size limitation, height, setback, lot coverage, design review, landscape, or other development standard shall be required. The proposed unit shall be required to obtain a building permit.

E. Any reductions and exceptions in this section are for the express purpose of promoting the development and maintenance of a Special Accessory Dwelling Unit or Junior Accessory Dwelling Unit on the lot. If for any reason the Accessory Dwelling Unit or Junior Accessory Dwelling Unit is no longer maintained on the lot, the lot shall be brought into compliance with all of the requirements for the remaining residential development, or with the legal nonconforming condition of the lot prior to the development of the Accessory Dwelling Unit or Junior Accessory Dwelling Unit.

F. Applications utilizing the Special Accessory Dwelling Unit standards described in this section may not utilize the less restrictive configuration, size, and height standards allowed under another section to achieve a larger unit or more than one unit.

G. Except as otherwise specified in this section, Special Accessory Dwelling Units developed in accordance with this Chapter shall otherwise comply with the development standards applicable to the housing type and base zone district in which the lot is located and all applicable state and local building codes.

14.72.100 Processing Requirements.

All Accessory Dwelling Units and Junior Accessory Dwelling Units shall comply with applicable state and local building codes and shall require approval of either a Coastal Development Permit without public hearing and a building permit, or an Appealable Coastal Development Permit and a building permit for units located within the zones governed by the California Coastal Commission Appeals Jurisdiction.

A. **Residential Density**. An Accessory Dwelling Unit or Junior Accessory Dwelling Unit is a residential use that is consistent with the existing Coastal Land Use Plan designation and zoning for lots within the allowable residential zones. Any Accessory Dwelling Unit or Junior Accessory Dwelling Unit permitted pursuant to this section does not exceed the allowable density for the lot upon which the Accessory Dwelling Unit or Junior Accessory Dwelling Unit is located.

B. **Combined Permits**. If a permit application for an Accessory Dwelling Unit or Junior Accessory Dwelling Unit is submitted at the same time as a permit application for a new single-unit dwelling, review of the permit for the Accessory Dwelling Unit or Junior Accessory Dwelling Unit application shall be delayed until the permit for the single-unit dwelling has been approved.

C. **Permit Approval**. Except for applications to create an Accessory Dwelling Unit or a Junior Accessory Dwelling Unit in the Beach Neighborhood Overlay District, where the City determines that discretionary review is required, the City shall act on the application to create an Accessory Dwelling Unit or a Junior Accessory Dwelling Unit within 60 days from the date a complete application is submitted, if an existing primary residence or multifamily dwelling exists on the lot and the proposed Accessory Dwelling Unit or Junior Accessory Dwelling Unit conforms to all applicable objective development

standards of this Chapter. If an applicant requests a delay, the application shall be deemed approved unless the City provides the applicant with notice within the 60 day period that the application implicates Coastal Act/LCP policies such that it requires further review.

D. **Building Permit Approval**. The City shall ministerially approve or disapprove a complete building permit application for an Accessory Dwelling Unit or Junior Accessory Dwelling Unit in compliance with time periods established by State law, following any applicable coastal development permit approvals.

E. **Exemption for Public Improvements**. No public improvements shall be required for the creation or conversion of an Accessory Dwelling Unit or Junior Accessory Dwelling Unit.

F. **Impact Fees**. Accessory Dwelling Units up to 750 square feet are exempt from impact fees. Accessory Dwelling Units that are 750 square feet or larger may be charged impact fees but only such fees that are proportional in size (by square foot) to those for the primary dwelling. In no event shall Junior Accessory Dwelling Units be charged impact fees.

G. **School Impact Fees**. School districts may levy impact fees for Accessory Dwelling Units greater than 500 square feet. Such fees should be based on City and school district coordination and evaluation, and findings of a district prepared nexus study to determine any appropriate fees necessary to ensure the adequacy of school facilities.

H. **Recorded Agreement**. Before obtaining a building permit for an Accessory Dwelling Unit or Junior Accessory Dwelling Unit, the property owner shall execute an agreement, containing a reference to the deed under which the property was acquired by the present owner which outlines the requirements regarding the sale, rental, and owner occupancy of lots developed with Accessory Dwelling Units and Junior Accessory Dwelling Units as specified in Section 14.72.040 of this Chapter and other applicable limitations in the Title 14 of the Carpinteria Municipal Code and City administrative policies applying to the applicable base zone district that shall run with the land.

I. **Recorded Deed Restriction.** As a condition of coastal permit approval for new development in the ADU Beach Neighborhood Overlay District, and as required by the City Zoning code and other applicable laws, ordinances, policies, practice and/or procedures, the City may require that an applicant record a deed restriction on the property to acknowledge and agree to certain conditions, including but not limited to: 1) that the development is located in a hazardous area, or an area that may become hazardous in the future; 2) to assume the risks of injury and damage from such hazards in connection with the permitted development; 3) to unconditionally waive any claim of damage or liability against the City of Carpinteria and Coastal Commission, if the property is appealed, its officers, agents, and employees with respect to approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of

such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards; 5) that they have no rights under Coastal Act Section 30235 and related LCP policies to shoreline armoring in the future; 6) that sea level rise could render it difficult or impossible to provide services to the site (e.g., maintenance of roadways, utilities, sewage or water systems), thereby constraining allowed uses of the site or rendering it uninhabitable; 7) that the boundary between public land (tidelands) and private land may shift with rising seas, the structure may eventually be located on public trust lands, and the development approval does not permit encroachment onto public trust land; 8) any future encroachment must be removed unless the Coastal Commission determines that the encroachment is legally permissible pursuant to the Coastal Act and authorizes it to remain, and any future encroachment would also be subject to the State Lands Commission's (or other trustee agency's leasing approval; and 9) that the structure may be required to be removed or relocated and the site restored if it becomes unsafe or if removal is required.

14.72.110 Authority to Review.

A. **Coastal Commission Permit Jurisdiction**. Notwithstanding other permit and appeal provisions of this chapter, development proposals which are located on lands identified as tidelands, submerged lands or public trust lands as identified on the Post-LCP Certification Permit and Appeal Jurisdiction Map, City of Carpinteria, adopted by the Coastal Commission, shall require a coastal development permit from the Coastal Commission pursuant to California Public Resources Code Section 30519(b). Upon submittal to the City of an application for a coastal development permit, the Community Development Director shall notify the applicant and the Coastal Commission of the determination that the project is within the retained permit jurisdiction of the Coastal Commission, and therefore, a State coastal development permit issued by the Coastal Commission is required for the development. In conjunction with the City's review and decision on the development in accordance with the requirements of this chapter and other City codes, the City shall also make a recommendation to the Coastal Commission regarding the development's conformance with the certified Local Coastal Program, including this chapter. The City's determination of development conformance with the objectives and requirements of the Local Coastal Program shall be advisory only and not a final action under this chapter. Development shall not proceed until the Coastal Commission grants a coastal permit for such a development.

B. **Coastal Commission Appeals Jurisdiction.** Where an appealable coastal development permit is required pursuant to Section 14.48 of this Title, the authority to review an application for a Coastal Development Permit is designated to the Community Development Director or the Director's designee. In the appealable area, decisions of the Director or the Director's designee may be appealed to the Coastal Commission in accordance with

Section 14.48. Actions on applications to construct Accessory Dwelling Units within these areas shall be consistent with the provisions of the applicable zone and the policies and development standards of the City of Carpinteria's certified Local Coastal Program and Chapter 3 of the California Coastal Act.

C. **Discretionary Review with Appeals (ESHA and Beach Neighborhood Overlay District.)** Applications to create an Accessory Dwelling Unit or a Junior Accessory Dwelling Unit in Beach Neighborhood Overlay District, where the Community Development Director or the Director's designee determines that discretionary review is required, shall be processed with a Coastal Development Permit, that may be appealed in accordance with Section 14.78 of this Chapter.

D. **Coastal Development Permits without Discretionary Review.** When a proposed Accessory Dwelling Unit or Junior Accessory Dwelling Unit is not a Special Accessory Dwelling Unit and is located outside the Coastal Commission appeals jurisdiction, the Beach Neighborhood Overlay District, and/or an Environmentally Sensitive Habitat Area, a coastal development permit application shall be required and the application shall be reviewed and approved by the Community Development Director, or the Director's designee, without a public hearing in accordance with Government Code Section 65852.2. The decision of the Community Development Director, or the Director's designee shall not be appealable and constitute the final action of the City.

E. **Administrative Coastal Development Permit for Special Accessory Dwelling Units.** When a Special Accessory Dwelling Unit is proposed in conformance with 14.72.090 of this Section and is located outside the Coastal Commission appeals jurisdiction, the Beach Neighborhood Overlay District, and/or an Environmentally Sensitive Habitat Area, such unit shall be issued an administrative coastal development permit by the Community Development Director or the Director's designee without a public hearing in accordance with Government Code Section 65852.2 and not be appealable and constitute the final action of the City.

F. **Building Permits for Junior Accessory Dwelling Units.** When a Junior Accessory Dwelling Unit is completely within the footprint of a single-family residence and is located outside the Coastal Commission appeals jurisdiction and/or the Beach Neighborhood Overlay District, such unit shall be required to obtain a building permit to ensure compliance with building code and health and safety standards.

End

PASSED, APPROVED AND ADOPTED on the 23rd of January, 2023, by the following vote:

AYES:	COUNCILMEMBER(S):	Lee, Nomura, Solorzano, Alarcon, Clark
NOES:	COUNCILMEMBER(S):	None
ABSENT:	COUNCILMEMBER(S):	None
ABSTAIN:	COUNCILMEMBER(S):	None

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 on January 23, 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

Exhibit 1

Ordinance No. 758

ADU Beach Neighborhood Overlay District


ADU Beach Neighborhood Overlay District
Ash Ave
Holly Ave
Eighth St
Cactus Ln
Yucca Ln
Citrus Pl
Elm Ave
Sixth Pl
Fifth St
Fourth St
Sixth St
Maple Ave
Third St
Derrance Wy
Holly Ave
Elm Ave
Sandyland Rd
Linden Ave
Legend
ADU Beach Neighborhood Overlay Boundary
Parcels in Beach Neighborhood ADU Overlay
Public Beach Access
Carpinteria City Boundary
City of Carpinteria
Unincorporated
N

Attachment C.

Summary of Anticipated Changes to City ADU/JADU Regulations

August 28, 2023 City Council Meeting
Initiation of Amendments to ADU/JADU Regulations
Project 23-2231-ORD/LCPA

Attachment C

Summary of Changes Required to CMC § 14.72

Required under SB 897 and AB 2221

- Requires that the standards imposed on ADUs and JADUs be objective. Such standards include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historical Resources. Excludes imposing requirements on minimum lot size. Defines "objective standards" as "standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal." Gov. Code § 65852.2(a)(1)(B)(i) and 65852.2(j)(7).
    - *Language in CMC § 14.72 currently meets the requirement to impose objective standards on ADUs/JADUs. All language added to or revised in CMC § 14.72 must also adhere to this requirement.*

- Prohibits denial of ADU permit applications due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit. Gov. Code § 65852.2(d)(2).
    - *Language in CMC § 14.72.035(C) should be added to specify that existing nonconforming structures unrelated to ADU construction shall not be used as a reason to deny an ADU application.*

- If a detached garage is being demolished and replaced by an ADU, requires local agency to review and issue a demolition permit for the garage at the same time as it reviews and issues the permit for the ADU (within 60 days). Gov. Code § 65852.2 (a)(1)(D)(xi).
    - *Language in CMC § 14.72.100(D) should be added to include a concurrent garage demolition permit as specified.*

- Increases the maximum height limitation to 18 feet if the accessory dwelling unit is within 0.5 mile walking distance of a major transit stop or a high-quality transit corridor, or if the ADU is detached and on a lot that has an existing multifamily, multistory dwelling. Gov. Code § 65852.2(c)(2)(D)(ii-iii).
    - *Height requirements throughout CMC Chapter 14.72 should be changed from 16 to 18 feet for ADUs within 0.5 mile walking distance of a major transit stop or a high-quality transit corridor, and for ADUs detached and on a lot that has an existing multifamily, multistory dwelling.*

- Increases the maximum height limitation to 25 feet if the accessory dwelling unit is attached to a primary dwelling. Gov. Code § 65852.2(c)(2)(D)(iv).
    - *Height requirements throughout CMC Chapter 14.72 should be changed from 16 to 25 feet for ADUs attached to a primary dwelling.*

- Provides that the construction of an ADU does not constitute a Group R occupancy change under the local building code, except as found by an enforcement agency. Gov. Code § 65852.2(a)(1)(D)(viii).
    - *Language in CMC § 14.72.050 should be added to ensure the construction of an ADU does not constitute a Group R occupancy change under the local building code, except as found by an enforcement agency.*

- Prohibits the construction of an ADU from triggering a requirement that fire sprinklers be installed in the existing primary dwelling. Gov. Code § 65852.2(a)(1)(D)(xii).
    - *Language in CMC § 14.72.050(D) should be amended to clarify that ADU construction will not trigger a requirement for fire sprinklers in the main residence.*

- Prohibits a local agency from rejecting an application for an ADU because the existing multifamily dwelling exceeds applicable height requirements or has a rear or side setback of less than 4 feet. If the existing multifamily dwelling exceeds applicable height requirements or has a rear or side setback of less than 4 feet, a local agency is prohibited from requiring any modification to the existing multifamily dwelling to satisfy these requirements. Gov. Code § 65852.2(e)(1)(D)(ii).
    - *Language in CMC § 14.72.090(B) should be added to clarify that an existing multifamily dwelling that exceeds applicable height limits or that does not meet minimum setbacks is not grounds for rejection of an application for an ADU, and that modifications to the existing multifamily dwelling cannot be required to satisfy these requirements.*

- Prohibits a local agency from imposing any parking standards on an ADU that is included in an application to create a new single-family dwelling unit or a new multifamily dwelling on the same lot, provided that the accessory dwelling unit meets other specified requirements. Gov. Code § 65852.2(d)(1)(F).
    - *Language in CMC § 14.72.080 should be added to ensure no parking standards will be required on an ADU that is part of an application for a new primary residence.*

- Requires a permitting agency to return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant, if the permitting agency denies an application for an ADU or JADU. Gov. Code § 65852.2(a)(3)(B).

- *Language in CMC § 14.72.100 should be added to ensure these written comments are provided to the applicant upon denial of an ADU/JADU application.*

- If a JADU does not include its own bathroom, requires a JADU to include a separate entrance from the main entrance to the structure, and an interior entry to the main living area. Gov. Code § 65852.22(a)(5)(B).
  - *Language in CMC § 14.72.050 should be added to ensure an interior entry to the main living area is included in JADUs without a separate bathroom.*

- Prohibits a local agency from denying an application for a permit to create a JADU due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the junior accessory dwelling unit. Gov. Code §65852.22(d).
  - *Language in CMC § 14.72.035 should be added to specify that existing nonconforming structures unrelated to JADU construction shall not be used as a reason to deny a JADU application.*

- Prohibits a local agency from denying a permit for an unpermitted ADU that was constructed before January 1, 2018, because, among other things, the unit is in violation of building standards or state or local standards applicable to ADUs, unless the local agency makes a finding that correcting the violation is necessary to protect the health and safety of the public or occupants. Gov. Code § 65852.23(a).
  - *Language in CMC § 14.72.050 should be amended to reflect this new date for permitting unpermitted ADUs.*

- Prohibits limits on front setbacks that do not permit the construction of at least an 800 square foot accessory dwelling unit, as specified. Gov. Code § 65852.2(c)(2)(C).
  - *Language in CMC § 14.72.055(A) should be added to include front setback exceptions to allow for ADUs of at least 800 square feet.*

Additional changes proposed

- CMC § 14.73.080 - Parking standards should be renumbered to 14.72.080 to correct an existing typo.

- Gov. Code § 65852.2(e)(1) states that a local agency shall allow at least one ADU within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.

  - *Language in CMC § 14.72.090 should be amended to clarify that the number of ADUs allowed within an existing multifamily dwelling shall be*

*based off of 25 percent of the existing multifamily dwelling **units**, not multifamily **structures** (as currently written).*

Additional changes to CMC § 14.72 may be proposed as Staff continue to work on these amendments and bringing the zoning code into compliance with state law.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
August 28, 2023

ITEM FOR COUNCIL CONSIDERATION

Agreement between the Carpinteria Skate Foundation and the City of Carpinteria for Carpinteria skate park youth services.

STAFF RECOMMENDATION

Authorize the City Manager to execute the agreement with the Carpinteria Skate Foundation.

MOTION: I move to authorize the City Manager to execute the agreement with the Carpinteria Skate Foundation.

BACKGROUND

On February 22, 2016 City Council authorized entering into a MOU with the Carpinteria Skate Foundation (CSF) to define each party's role in the pursuit of a skate park in Carpinteria at the City Hall Campus.

CSF was incorporated in 2009 and is a 501c3 non-profit organization. CSF has raised over a million dollars to date toward the construction of the Carpinteria Skate Park.

On March 13, 2023, the Carpinteria City Council adopted Ordinance No. 763, establishing Skate Park Rules and Regulations as a part of Carpinteria Municipal Code (CMC) Chapter 12.24, including that Skate Park hours shall be established by City Council Resolution, CMC 12.24.101(C)(20).
On August 26, 2023, the City, in partnership with CSF, held a soft-opening event for the Carpinteria Skate Park, including a ribbon cutting, donor recognition, and remarks by City and CSF representatives.

The purpose of this agenda matter is to provide a summary of the attached proposed agreement between the City and CSF for the provision of youth services at the Carpinteria Skate Park, and to seek approval from City Council to execute said agreement and/or to receive direction on changes to said agreement.

DISCUSSION

The Carpinteria Skate Park is an unstaffed facility subject to the rules and regulations outlined in City Council-adopted Ordinance No. 763. The attached agreement was developed by City staff with feedback from CSF to define each parties' role, responsibilities, and requirements related to operations of the Carpinteria Skate Park. Below is a list of the key bullet points of the agreement:

- CSF will play an active role in the management of the Carpinteria Skate Park.
- CSF will provide light cleaning of the park while conducting youth programming.
- CSF will cooperate with the City to enforce Skate Park Regulations.
- CSF will provide youth programming at the Carpinteria Skate Park for before-school and after-school classes, evening classes, weekend classes and/or camp activities, and special events.
- CSF will be solely responsible for determining the outline and content of instruction.
- CSF will provide monetary compensation to the City that equates to 10% of the gross fees received by CSF for any and all City-approved paid programming.
- The City agrees to promote CSF programming held at the Carpinteria Skate Park.

The precise schedule of programing provided by CSF for the skate park is still pending and will be negotiated as CSF advances their efforts.

In addition to programming, the proposed agreement allows CSF to fundraise for park maintenance and improvements.

The agreement is for one year after start date and may be renewed up to four annual extensions at the City's sole discretion. The City and CSF will meet at least once annually to review the terms of the Agreement and to decide if revisions are necessary.

POLICY CONSISTENCY

The Carpinteria Skate Park completion and operation are part of the City of Carpinteria Workplan.

FINANCIAL CONSIDERATIONS

No additional funding is requested.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The agreement requires the CSF to provide appropriate insurance meeting the City's standard insurance provisions. This agreement also requires CSF to observe all city, state and federal regulations while performing the services.

OPTIONS

1. Authorize the City Manager to execute an Agreement with the Carpinteria Skate Foundation. (Staff recommendation)

2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

Members of the Carpinteria Skate Foundation.

ATTACHMENTS

Attachment A: Agreement Between the Carpinteria Skate Foundation and the City of Carpinteria for Carpinteria Skate Park Youth Services.

Staff Contact: Aida Thau, Management Analyst II
(805) 755-4432, aidat@carpinteriaca.gov

Signature

Reviewed by: Michael Ramirez, Assistant City Manager
(805) 755-4450, michaelr@carpinteriaca.gov

Signature

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

Signature

ATTACHMENT A

AGREEMENT BETWEEN
THE CARPINTERIA SKATE FOUNDATION AND THE CITY OF CARPINTERIA
FOR CARPINTERIA SKATE PARK YOUTH SERVICES

THIS AGREEMENT (hereinafter "Agreement") is entered into this __ day of August, 2023, by and between CARPINTERIA SKATE FOUNDATION, a nonprofit 501(c)(3) organization (tax-exempt ID # 3214751) hereinafter referred to as "FOUNDATION", and CITY OF CARPINTERIA, a municipal corporation of the State of California, hereinafter referred to as "CITY"; collectively referred to as "Parties", with reference to the following.

WHEREAS, the CITY has possessory interest in certain real property and building known as the Carpinteria Skate Park located at 5781 Carpinteria Avenue, Carpinteria, CA, and also identified as Assessor Parcel Number 001-170-018, as depicted on the attached Exhibit B incorporated herein by reference (hereinafter the "Property"); and

WHEREAS, the CITY and FOUNDATION wish to encourage the free use of the Carpinteria Skate Park by the general public and to such ends, wish to define the management and operational responsibilities related to the Carpinteria Skate Park ("Skate Park"); and

WHEREAS, the CITY desires to operate parks and recreation programs that contribute to the quality of life in the community; and

WHEREAS, cooperation between CITY and non-profit organizations to create parks and recreational activities for the community achieves greater availability of recreational opportunities at a reduced cost to taxpayers; and

WHEREAS, on February 24, 2016, the CITY and the FOUNDATION entered into a Memorandum of Understanding (MOU) that requires the CITY and the FOUNDATION to negotiate in good faith to create a Park Operational Plan (POP) and an Operations and Maintenance Agreement (OMA); and

WHEREAS, the FOUNDATION has expertise to assist with operations of the Skate Park and to provide programming for community members, including lessons, day camps, contests and fundraising; and

WHEREAS, the FOUNDATION and CITY now desire to enter into this Agreement to implement the purpose of the MOU in lieu of the POP and OMA and establish parameters for the FOUNDATION and CITY to coordinate on the Carpinteria Skate Park youth services and activities described in this Agreement.

NOW, THEREFORE, in consideration of the provisions, covenants, and conditions set forth herein, the FOUNDATION and the CITY hereby agree as follows:

I. SERVICES

A) FOUNDATION agrees to provide Skate Park management and operational services as described in Exhibit A ("Scope of Services"), attached hereto and incorporated by reference.

B) Quality of services under this Agreement shall be of the level of quality performed by persons regularly rendering these services. Determination of acceptable quality shall be made at the sole discretion of the CITY.

C) CITY shall permit FOUNDATION to perform the Scope of Services, subject to further approval by the CITY for each service, and provide a storage room at the Skate Park for FOUNDATION use to store program equipment.

II. COMPENSATION

In consideration of the CITY providing the FOUNDATION with access to the Skate Park for the Scope of Services, the FOUNDATION shall provide monetary compensation to the CITY that equates to ten percent (10%) of the gross fees received by the FOUNDATION for any and all CITY-approved paid programming, including but not limited to the Summer Skate Camp identified in the Scope of Services on a monthly basis. The FOUNDATION also shall provide a report to the CITY including the necessary information to verify compliance with this Section. FOUNDATION shall not receive payment from the CITY for performing any services under this Agreement. FOUNDATION shall also provide other support for the Skate Park as detailed in Exhibit A.

III. TERM

The term of this Agreement shall commence upon date of execution and shall terminate one (1) year after date of execution unless terminated earlier pursuant to Paragraph IV of this agreement.

This Agreement may be renewed by written extension, at the CITY's sole discretion, for up to four (4) additional years. The CITY and FOUNDATION will meet at least once annually to review the terms of the Agreement and to determine if revisions are necessary. All revisions shall be mutually agreed upon in writing, and may be subject to City Council approval at the CITY's sole discretion. Any renewal of the contract shall also be subject to City Council approval. The initial term, plus any option to extend, shall not exceed a total of five (5) years.

IV. TERMINATION

Either party may terminate this agreement with or without cause at any time upon thirty (30) days written notice as provided in Paragraph X.

V. LIABILITY AND WORKER'S COMPENSATION INSURANCE

8. The CITY requires the FOUNDATION to obtain and maintain a one million dollar ($1,000,000 per occurrence) General Liability Insurance policy with a company approved by, and in a form satisfactory to the CITY and provide a certificate of insurance to the CITY. Additionally, said insurance policy must include the following special endorsements:

a. The CITY is to be included as an additional insured but only insofar as operations under this contract are concerned.

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

c. A Products Liability Endorsement.

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

All third parties must be reported to, and approved by, the CITY before work is commenced and may be required to list the CITY as additional insured.

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

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

VI. INDEMNIFICATION

To the fullest extent permitted by law, FOUNDATION shall indemnify, 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, charges, payments, claims, and expenses, including attorney's fees and costs of defense, which arise out of, are a consequence of, or are in any way attributable to, in whole or in part, this Agreement, including but not limited to any activities associated with carrying out agreed the Scope of Services by FOUNDATION, its agents, employees, subcontractors, consultants, assigns or by any individual or entity for whom FOUNDATION is legally liable.

VII. COMPLIANCE WITH LAWS AND PERMIT CONDITIONS

FOUNDATION shall comply with all applicable laws and permit conditions in performing its obligations under this Agreement. FOUNDATION shall comply with all applicable federal, state and local laws, regulations, ordinances and policies, including but not limited to, Business and Professions Code section 18975; Government Code section 831.7; Health and Safety Code section 115800, Carpinteria Municipal Code Chapter 12.24 (Public Parks and Beaches); and, Resolution No. 6256, establishing Skate Park Operating Hours, in effect or as may be amended. The FOUNDATION shall also provide training in child abuse and neglect

reporting to its staff and volunteers in accordance with applicable federal, state and local law.

FOUNDATION, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, certificates, and approvals that may be required in connection with performance of Services described in Exhibit A.

VIII. RECORDS

FOUNDATION shall keep accurate records of all matters related to this Agreement, including but not limited to, financial, nonprofit status, and operation and maintenance records. Said records to be available to CITY upon request at reasonable times. FOUNDATION shall keep said records for not less than five (5) years.

IX. NON-EMPLOYMENT STATUS

It is understood and agreed by the parties hereto that FOUNDATION, while engaged in operation of the programs described herein and complying with the terms of this agreement, is and shall act as an independent contractor and is not an officer, agent or employee of the CITY; and officers, employees and agents of FOUNDATION are not entitled to any of the benefits of CITY employees. FOUNDATION shall have no right or power to bind the CITY to any other contracts or agreements with third parties. FOUNDATION shall have control of all services provided under this Agreement and shall be free to contract for similar service to be performed for others during the term herein. However, CITY retains the right to provide general instructions to and observe FOUNDATION in its performance.

X. NOTICES

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below ("Designated Representative"). Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the FOUNDATION, it shall be addressed and sent to:

Carpinteria Skate Foundation

Attn: Executive Director
1041 Casitas Pass Rd.
Carpinteria, CA 93013

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Carpinteria

Attn: City Manager
5775 Carpinteria Avenue
Carpinteria, CA 93013

XI. AMENDMENT

This Agreement may be amended or revised in writing, signed by both Parties. Amendments or revisions may be subject to CITY Council approval in the CITY's sole discretion.

XII. ASSIGNMENT

Any attempt by FOUNDATION to assign the benefits and burdens of this Agreement or any part thereof without the prior written approval of the CITY Manager is prohibited and shall be null and void.

XIII. NONDISCRIMINATION

FOUNDATION agrees, and it is a condition to the continuance of this Agreement, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, sexual orientation, gender identity, creed, national origin or ancestry, religion, age, disability, marital status, domestic partner status, medical condition or as a member of any other protected class under federal, state or local law in the use of the Skate Park or any portion thereof.

XII. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

XIII. GOVERNING LAW

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Santa Barbara.

XIV. SEVERABILITY

In the event that any one or more of the provisions of this Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect and be enforceable.

XV. INTEGRATED AGREEMENT

This Agreement and the attached Exhibits to this Agreement represent the entire understanding between the Parties as to its subject matter. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement.

XVI. AUTHORITY TO EXECUTE

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its

corporation, partnership, business entity, or governmental entity, and bind each Party to the performance of its obligations herein.

XVII. INCONSISTENT OR CONFLICTING PROVISIONS

In the event of any contradictions or inconsistencies between any attached Exhibit or documents incorporated by reference herein and the provisions of the terms of the Agreement itself, the terms of this Agreement shall control. Any Exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in any Exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing.

XVIII. PARAGRAPH HEADINGS

The paragraph heading contained herein are for convenience and reference only and are not intended to define or limit the scope of this agreement.

XIX. EXECUTION

This Agreement may be executed in any number of original counterparts. The contract will be effective when all parties have executed the same counterpart, or each party has executed separate counterparts and has delivered a copy of the signature page of the counterpart to the other party. Upon execution by all of the parties, the counterparts shall constitute one and the same contract. Counterparts or signature pages may be delivered via delivery of an original or duplicate in person or by mail, or a duplicate, including scanned copy, in an electronic format, including transmission by electronic mail, secure Internet drop-box, facsimile, or similar other standard interchange format capable of reproduction and storage

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

CITY OF CARPINTERIA
A Municipal Corporation

_____
Dave Durflinger
City Manager

Carpinteria Skate Foundation

_____
Peter Bonning
Executive Director

APPROVED AS TO FORM:
City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

In collaboration with the City of Carpinteria ("CITY"), the Carpinteria Skate Foundation ("FOUNDATION") will play an active role in the management of the Carpinteria Skate Park, providing light cleaning of the park while conducting youth programing, such as sweeping, blowing, and picking up trash.

The CITY and FOUNDATION acknowledge that there will not be assigned staffing or monitoring of the Carpinteria Skate Park ("Skate Park"); that use of the Skate Park is a high-risk activity; and, that visitors will use the Skate Park at their own risk. Rules consistent with reasonable use of the Skate Park shall be prominently posted at the entrances to the Skate Park, and the public—including FOUNDATION users—is required to comply with all applicable laws, including, but not limited to, Carpinteria Municipal Code Chapter 12.24 (Public Parks and Beaches); and CITY Resolution No. 6256 establishing Skate Park Operating Hours ("Skate Park Regulations"). The FOUNDATION shall reasonably cooperate with the CITY to facilitate the CITY's enforcement of all Skate Park Regulations.

The CITY and FOUNDATION acknowledge that the FOUNDATION has proposed youth programming services at the Skate Park. The FOUNDATION further acknowledges that it must obtain written approval and all applicable permits from the CITY and other agencies as required prior to commencement of any of the services described below.

The FOUNDATION may provide youth programming for the Carpinteria Skate Park. The FOUNDATION has experience and training in providing services and instruction in this Scope of Services. The CITY lacks this experience and training and is not qualified to determine methods and means to be employed in providing such services. The CITY is only interested in the results to be achieved. As a result, the FOUNDATION shall be solely responsible for determining the outline and content of instruction. The FOUNDATION shall be solely responsible for determining the instructional methods and means to be used for all instruction under this Agreement and in determining manner by which services will be provided.

The FOUNDATION may provide instruction at the Carpinteria Skate Park for before-school and after-school classes, evening classes, weekend classes and/or camp activities, and special events on a schedule approved by the CITY, in writing, to meet the needs of program participants, the FOUNDATION shall set its own schedule and hours (including any time for preparation) and location of work. The schedule is subject to change by the CITY, which may reschedule or cancel any or all programming at its sole discretion.

From time to time, the FOUNDATION will work with the CITY to coordinate exclusive use hours of the Carpinteria Skate Park.

The FOUNDATION retains the rights to provide similar services, including recreational programming for other cities, special districts or private entities or to provide its services directly to the general public.

CITY agrees to promote, through means of its choice, FOUNDATION programming held at the Carpinteria Skate Park. All promotional materials such as flyers, postcards, and any other print or digital promotions shall be subject to the prior written approval of the CITY at least 5 business days prior to dissemination to the public. Prior to the advertising of a class in the CITY newsletter, website, social media or flyer, the FOUNDATION shall notify the CITY in writing of the minimum and maximum number of registrants for each program provided, and provide final registration roster of the class or event after the registration period is completed.

The FOUNDATION shall observe all city, state and federal regulations while performing the services required by the Agreement.

EXHIBIT B

CARPINTERIA SKATEPARK LOCATION

The attached map shows the location and boundaries (in red) of the Carpinteria Skatepark. No extension of the existing location and boundaries shall take place without proper public process, including, but not limited to, public meetings and review and recommendation from the Carpinteria City Council.

Note: Map is before construction



EXHIBIT C

CARPINTERIA SKATEPARK RULES AND SIGNAGE

The Carpinteria Skatepark is unsupervised. Use of the facility is at your own risk. The City of Carpinteria assumes no liability for any injury or damage to you or your property resulting from your voluntary use of the Skatepark.

1. Users must wear helmets, elbow pads and knee pads AT ALL TIMES
2. Children under the age of 12 must be accompanied by an adult
3. Only non-motorized skateboards and skates
4. No bicycles, scooters, or motor vehicles of any kind
5. No smoking or vaping
6. No alcohol
7. No controlled substances, cannabis or other mind-altering drugs allowed
8. No animals. Only service animals are allowed in the skate park
9. No graffiti, stickers or littering
10. No vending, except by written permit
11. Skate Parks hours are as posted- No exceptions unless authorized by the PR&CS Director
12. No amplified music except by written permit
13. No food or beverages in the skating area – only on the perimeter paths and plaza area
14. Only plastic or metal water bottles. No glass bottles.
15. No skating in parking areas, plaza area, walkways, tables or benches or driveways of the skate park
16. No unauthorized equipment or obstacles including, ramps or jumps within the skate park
17. The Skatepark will be open 30 minutes before sunrise until 30 minutes after sunset every day of each week. Operating Hours may be extended by the City Manager until 10PM when posted at the Park by the City in writing and then only when the Skate Park lights are illuminated. The City of Carpinteria, no-trespassing ordinance will be enforced after the park is closed.
18. The Skatepark has been designed for all skill levels. Please be courteous to other people using the facility and all other park patrons.
19. All general regulations for Public Parks and Beaches of Chapter 12.24 of the Carpinteria City Code apply.

EXHIBIT D

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.

Auto Insurance. If CSF employees, volunteers, and contractors will use personal autos in any way during the performance of this Agreement, CSF shall ensure the employees, volunteers, and contractors maintain automobile insurance that meet, at minimum, current statutory requirements and provide proof of this insurance to the City, if requested.

When applicable, Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than $1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010-0413. Consultant also agrees to require all contractors and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the

requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. The City's failure to comply with reporting requirements should not affect coverage required under the Agreement.

23. The consultant's insurance is primary to that of any insurance claimed by the City.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
August 28, 2023

ITEM FOR COUNCIL CONSIDERATION

Annual Report on Law Enforcement Services.

STAFF RECOMMENDATION

Receive and file the report.

Sample Motion: I move to receive and file the Annual Report on Law Enforcement Services.

BACKGROUND/DISCUSSION

The City of Carpinteria contracts for law enforcement services with the County of Santa Barbara for law enforcement services. Annually, as part of the contract services, the Sheriff's Office makes a presentation on staffing levels, general and supplemental law enforcement services provided to the City, and data on calls for services, crimes and arrests.

ATTACHMENTS

Print out of PowerPoint Presentation

Staff contact:
Lt. Ugo Arnoldi
(805) 568-3388
upa0378@sbsheriff.org

Lt. Ugo Peter Arnoldi #378
Signature

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

Signature

CITY OF CARPINTERIA POLICE SERVICES

Summary : Calendar Year 2022

Presentation: August 28, 2023

HISTORIC VIEW
SHERIFF'S OFFICE IN CARPINTERIA

- On July 1, 1992, law enforcement services for the City of Carpinteria were contracted to the Santa Barbara Sheriff's Office.
- Our purpose is to provide a full range of police services that enhance the quality of life for Carpinteria's residents, businesses, and visitors.



CARPINTERIA POLICE STAFF
CHIEF OF POLICE

Sheriff's Lieutenant
Ugo Peter "Butch" Arnoldi

- Over 49+ years of Law Enforcement Experience
- Previous assignments include:
  - Coastal Patrol Bureau
  - County-wide Patrol Watch Commander
  - Criminal Investigations Bureau
  - Goleta Patrol Bureau
  - Judicial Services Bureau
  - Sheriff's Adjutant
- Collateral assignments include:
  - Special Olympics Liaison
  - Sheriff's Chaplain Program Liaison
  - Surrendered and Beached Vessel Exchange Program Manager
  - Law Enforcement Cooperative Agreement/Rural Crime Manager
  - County Family Assistance Center Liaison



CONTRACT:

- The City currently contracts with the County to receive 24/7 law enforcement services on a cost reimbursement basis. The current agreement expired on June 30, 2023 and the City and County are currently operating under an extension and are negotiating the terms of a successor agreement.

CONTRACT:
SERVICES INCLUDED

Specialized law enforcement functions included at no additional cost:

- Crisis Intervention Team (CIT)
- Dive Team
- Fugitive/Warrant Detail
- Hostage Negotiations
- Hazardous Devices Team
- Helicopter/fixed wing patrol
- Law Enforcement Canines (Patrol, Tracking, Narcotics, and EOD)
- Mounted Unit Patrol
- Professional Standards Investigations
- Reserve Forces
- Search & Rescue
- Special Enforcement (SWAT) Team

HUMAN RESOURCES UPDATE:

Barbara County Sheriff's Office

Human Resources Bureau

Operations Support Division

August 8, 2022 to August 21, 2022 PP 18-2022

NEW HIRES

- Inmate Services Manager Alice Perez
- Communicaiton Dispatcher I Jenny Heinlein

SEPARATIONS

- Undersheriff Sol Linver (Ret)
- Sheriff Sergeant Ken Rushing (Ret)
- Sheriff Deputy S/Duty Cathy Baker (Ret)
- Sheriff Deputy S/Duty Paul Washington (Ret)
- Utility Worker Gonzales, Venecia (Vol)

JOB CLASSIFICATIONS TRANSFER/PROMOTIONS

DEPARTMENT VACANCIES: 95

Sheriff's Deputy	19	Custody Deputy	33
Sheriff Service Technician	0	Cook	4
Dispatcher	5	Utility Worker	3
Dispatch ECC Call Taker	4	Storekeeper	1
Admin Office Professional (I&II)	16	Aircraft Mechanic	1
Admin Office Pro Senior	2	CSS I/II	1
Legal Office Pro I/II	2	Alc/Drug Counselor & Supervisor	3
Financial OfficePro Senior	0	Inmate Services Manager	0
Printshop	1	GIS/Mapping Tech	1
DBS I/II	1		

TEMPORARY VACANCIES: 54

Sheriff's Deputy (4850)	11	Custody Deputy (4850)	9
Deputy: Other (Off Duty, FMLA,etc)	0	Custody Deputy: Other (Off-duty, FMLA, etc)	4
COVID	14		
Admin Leave	4	Dispatcher (Work Comp, FMLA, etc)	1
Military Leave	4	Support Staff (Work Comp, FMLA, etc.)	7

CURRENTLY IN TRAINING: 16

Sheriff's Deputy - Trainee (LE Academy):	3	Custody CORE Academy	0
AHC Academy	3	Custody Deputy CTO	8
Ventura Academy	0	Dispatchers/Call Takers DTO	1
Sheriff's Deputy FTO	4	Custody SST	3

TOTAL CASES BEING WORKED: 61

Santa Barbara County Sheriff's Office

Human Resources Bureau

Operations Support Division

August 7, 2023 to August 20, 2023 PP 18-2023

NEW HIRES

- Sheriff Deputy Robert Prescott (EXH to FT)
- Sheriff Service Technician Mario Gutierrez

SEPARATIONS

- Sheriff Deputy Kayla Saint-Fleur
- CSI Tech Ignacio Loza
- AOP Senior Tammie Bakke

JOB CLASSIFICATIONS TRANSFER/PROMOTIONS

- FOP I Jennifer Perez to FOP Senior
- CSS I LeeAnn Scholl to AOP II

DEPARTMENT VACANCIES: 89.5

Sheriff's Deputy	6	Custody Deputy	39
Sheriff Service Technician	3	Cook	6
Dispatcher	4.5	Utility Worker	3
Dispatch ECC Call Taker	4	Storekeeper	1
Admin Office Professional (I&II)	9	Alc/Drug Counselor	1
Admin Office Pro Senior	3	Food Services Supervisor	1
Crime Scene Technician I	1	Building Maintenance Supervisor	1
Financial Office Pro I/II	2	Forensic Supervisor	1
Financial Office Pro Senior	0	Chief Adminstrative Officer	1
Social Service Worker	2	Computer Systems Specialist I (CSS I)	1

TEMPORARY VACANCIES: 41

Sheriff's Deputy (4850)	8	Custody Deputy (4850)	6
Deputy: Other (Off Duty, FMLA,etc)	3	Custody Deputy: Other (Off-duty, FMLA, etc)	4
Admin Leave	4	Dispatcher (Work Comp, FMLA, etc)	3
Military Leave	8	Support Staff (Work Comp, FMLA, etc.)	5

CURRENTLY IN TRAINING: 42

Sheriff's Deputy - Trainee (LE Academy):	18	Custody CORE Academy	6
AHC Academy	17	Custody CTO	7
Ventura Academy	1	Dispatchers/Call Takers DTO	0
Sheriff's Deputy FTO	17	Custody SST	0

TOTAL CASES BEING WORKED: 59

CARPINTERIA POLICE STAFF
2023 SUPERVISORS



Dan Calderon, Sergeant

22+ years of experience



Chris Corbett, Sergeant

25+ years of experience



Brian Flick, Sergeant

20+ years of experience



Ben Sandu, A/Sergeant

14+ years of experience

CARPINTERIA POLICE STAFF

COMMUNITY RESOURCE DEPUTY

Responsible for:

- **Coordinating activities with businesses, residents, visitors, and City Staff**
- **Coordination of:**
  - **Crime Prevention Program**
  - **Neighborhood Watch Program**
  - **Business Watch Program**
  - **Homeless Outreach**
  - **Downtown Bicycle and Foot Patrol**
- **Restorative Court Program Liaison**
- **School Resource Deputy**



Bryan Dickey

Sheriff's Deputy, Special Duty

19+ years of experience

CARPINTERIA POLICE STAFF

ADMINISTRATIVE OFFICE PROFESSIONAL

- **Serves as the contact between the Sheriff's Office and City staff, local businesses, residents, schools, and the Carpinteria community in general**
- **Clerical and Administrative support**
- **Carpinteria Station Lobby Open Monday through Friday 8 AM to 4 PM**
  - **Responsible for processing, distribution and filing of all reports, citations and other documents**



Christie Idol

6+ years of experience

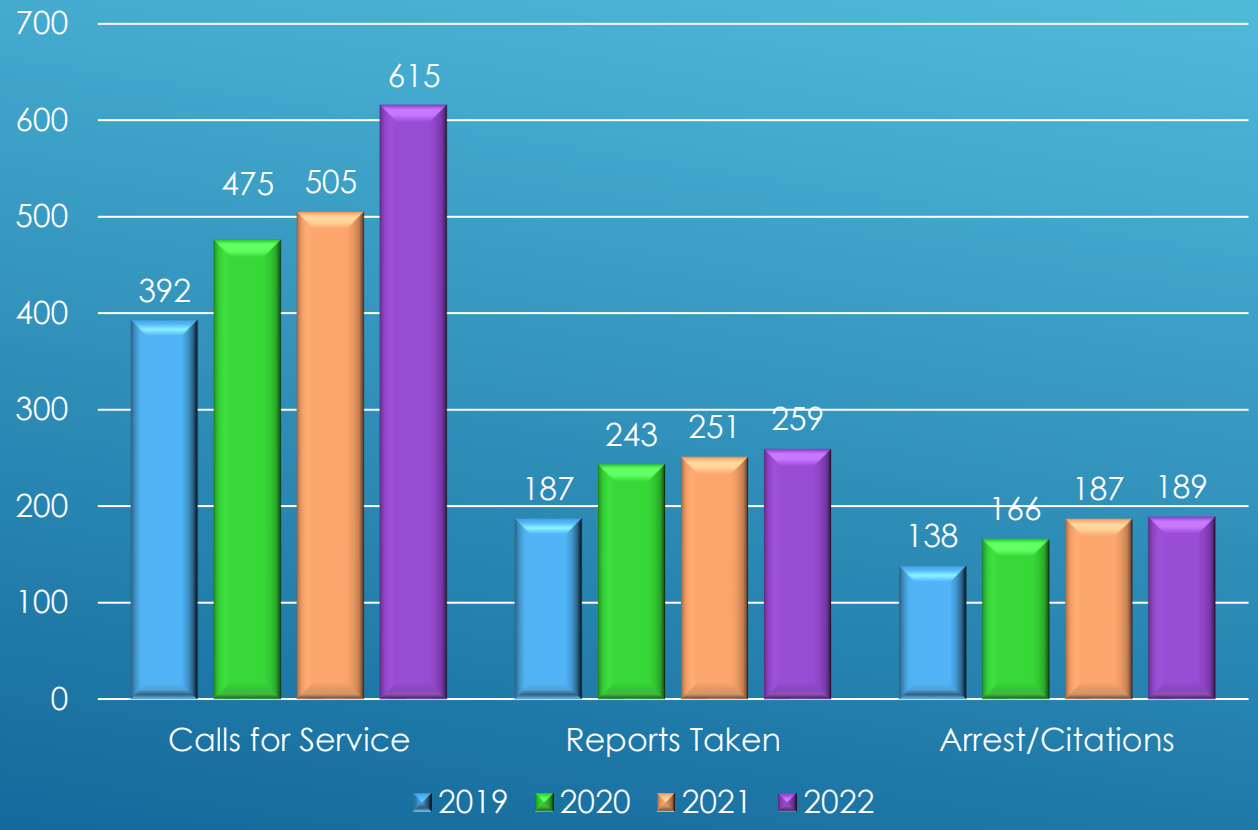
CITY OF CARPINTERIA
COMPARISON 2021 TO 2022

Part One Crimes	18.0% Decrease
Part Two Crimes	7.6% Increase
Traffic Collison's	27.6% Decrease
Calls for Service	2.2% Decrease

CITY OF CARPINTERIA
HOMELESS ACTIVITY

	Calls for Service	Reports Taken	Arrests/Citations
2022	615	259	189
2021	505	251	187
2020	475	243	166
2019	392	187	138

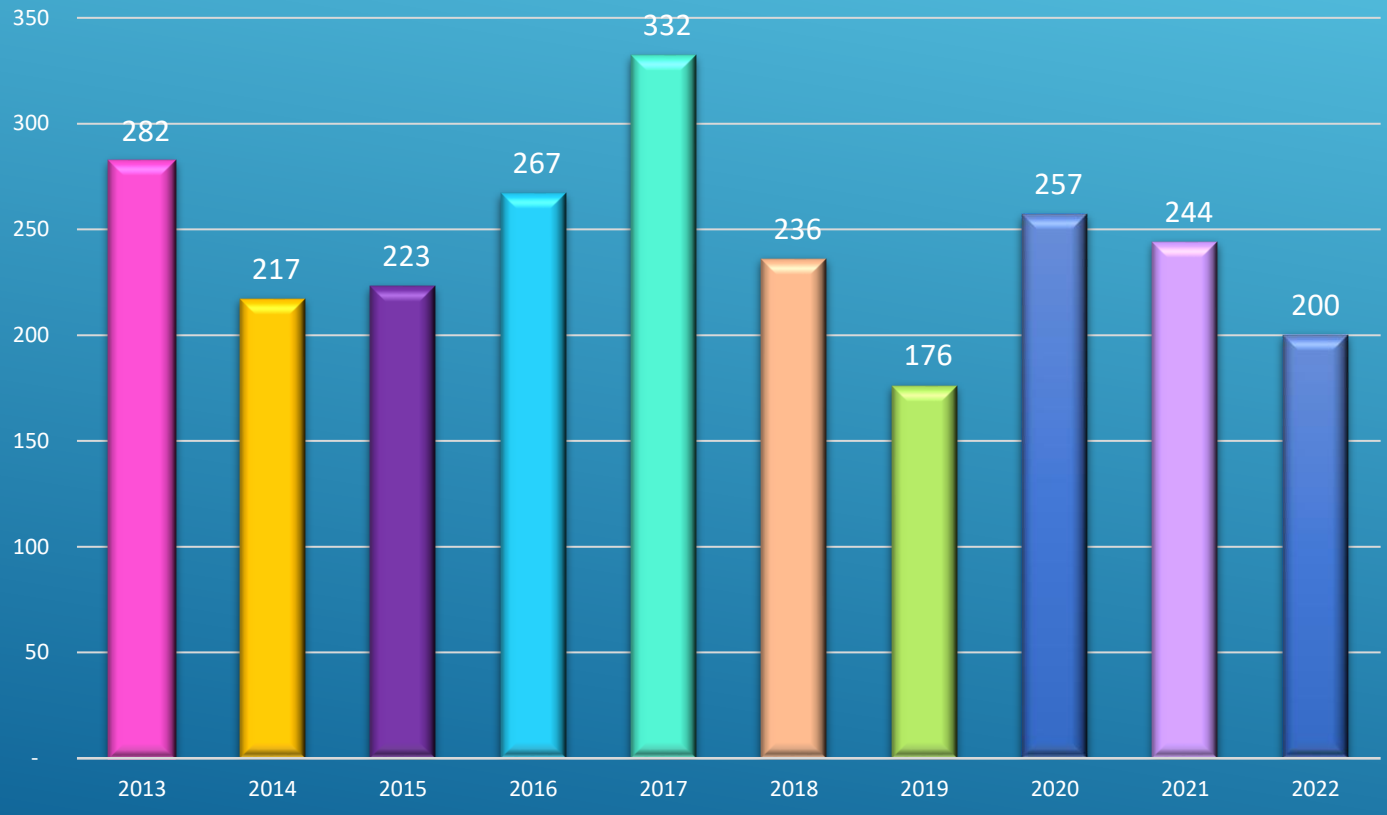
CITY OF CARPINTERIA
HOMELESS ACTIVITY



CITY OF CARPINTERIA
PART ONE CRIMES

	Homicide	Rape	Robbery	Agg. Assault	Burglary	Larceny	MV Theft	Arson	Total
2022	0	0	6	25	9	140	16	4	200
2021	0	1	2	19	27	172	23	0	244
2020	0	1	4	16	25	183	26	2	257
2019	1	0	3	7	20	125	20	0	176
2018	0	0	2	20	37	151	26	0	236
2017	0	4	10	19	60	209	29	1	332
2016	0	2	8	16	49	178	14	0	267
2015	0	2	2	9	43	150	14	3	223
2014	0	2	1	16	49	140	8	1	217
2013	0	3	4	14	50	191	20	0	282

CITY OF CARPINTERIA
PART ONE CRIMES

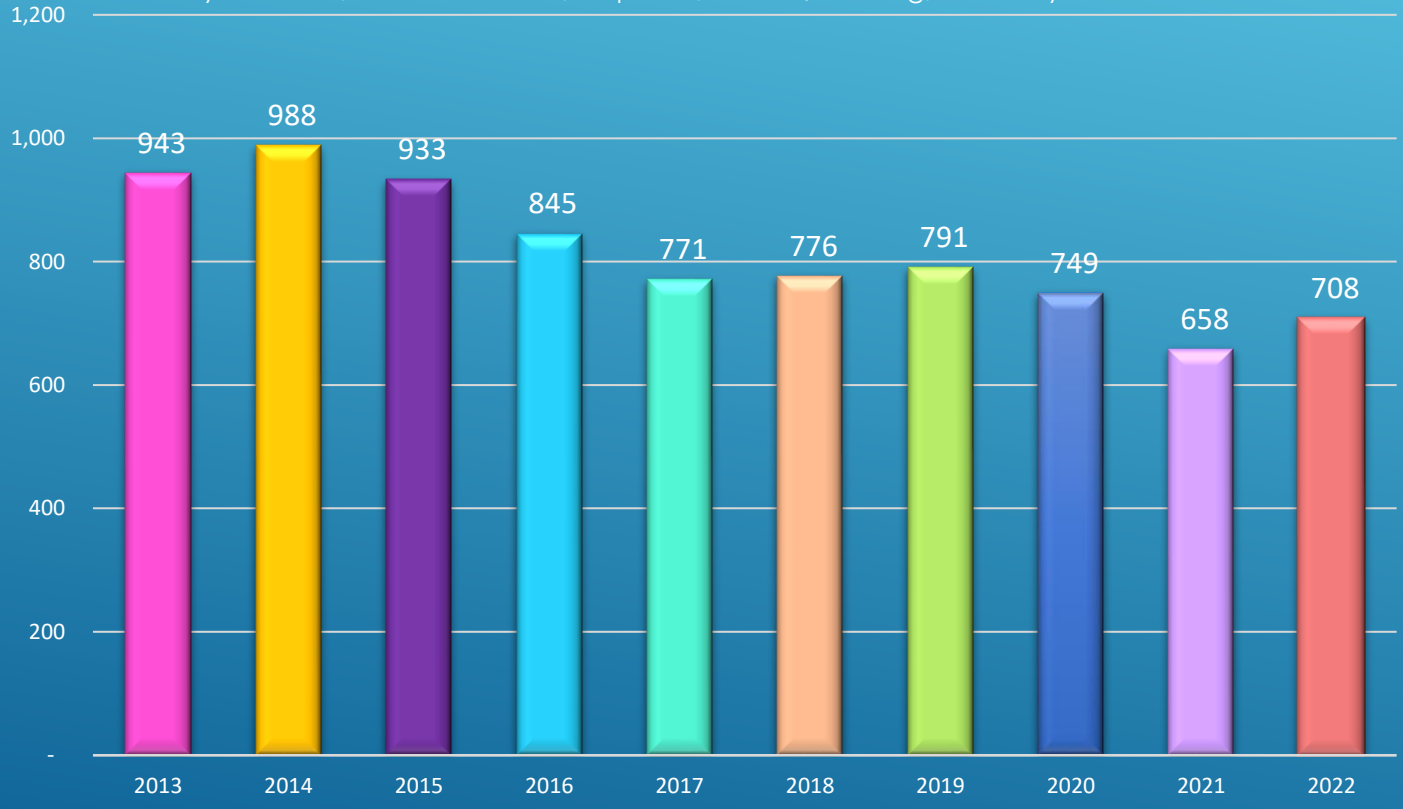


CITY OF CARPINTERIA
PART TWO CRIMES

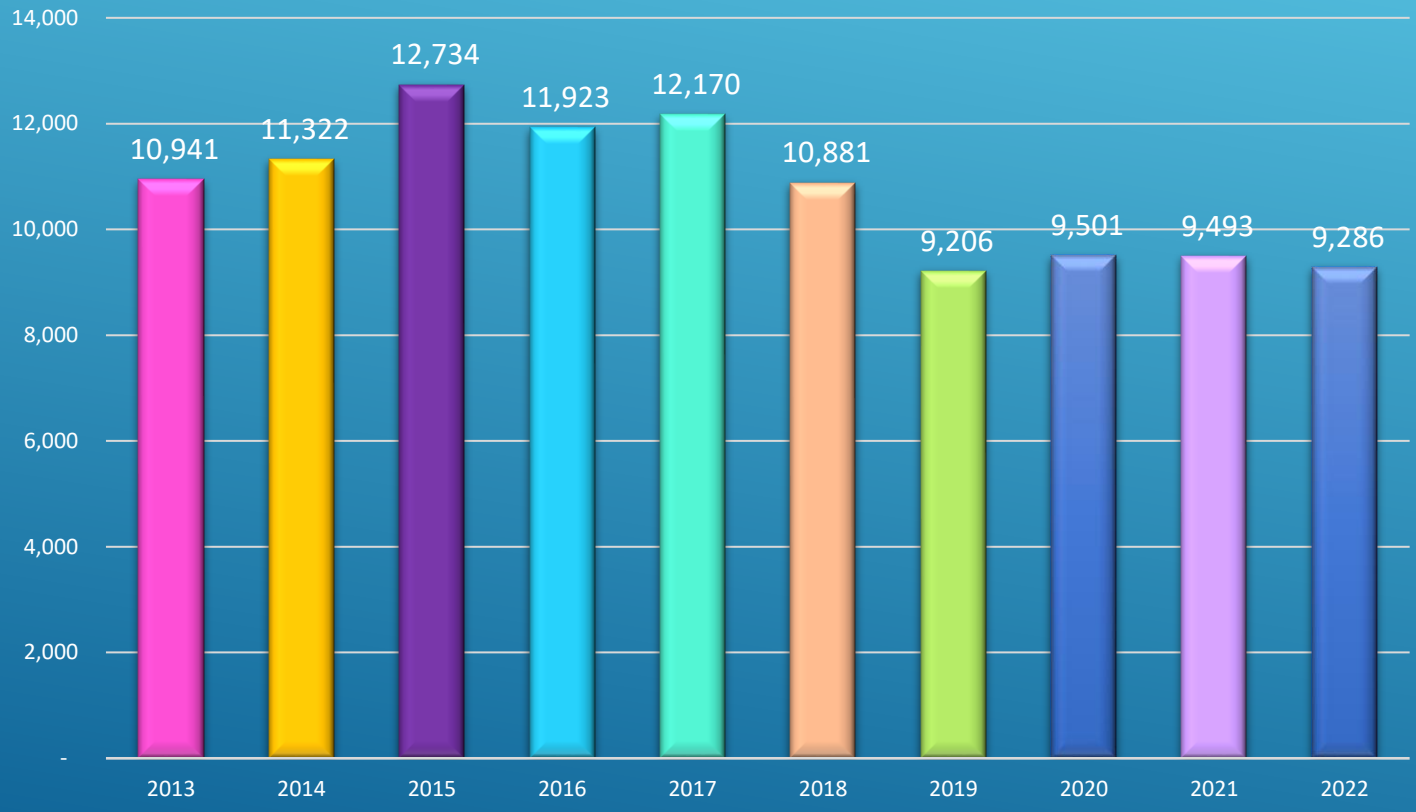
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Total	943	988	933	845	771	776	791	749	658	708
All Other Offenses	468	480	401	341	375	358	306	216	168	235
Curfew & Loitering	0	5	1	0	2	2	4	0	0	0
Disorderly Conduct	9	9	9	5	2	8	12	23	9	7
Drugs	87	90	92	138	71	91	105	167	161	156
Drunkenness	98	102	98	75	70	56	65	32	45	43
DUI	40	44	81	37	20	21	20	14	61	53
Embezzlement	0	2	0	1	0	8	2	0	0	0
Forgery & Counterfeit	14	10	25	21	35	20	26	21	22	20
Fraud	6	15	14	9	11	9	16	13	12	10
Liquor Laws	21	13	23	15	14	13	29	55	27	18
Off Agnst Family/Child	10	12	7	4	5	10	11	2	3	2
Prostitution/Vice	2	1	0	0	0	0	0	0	0	1
Runaways	5	10	2	3	3	23	28	15	16	3
Sex Offenses	5	4	6	5	6	5	2	5	4	6
Simple Assault	103	97	93	84	73	81	67	80	65	80
Stolen Prop:B/R/P	2	3	1	6	2	7	3	3	5	2
Vagrancy	0	6	4	4	0	2	0	3	0	1
Vandalism	73	78	57	89	76	50	75	81	49	43
Weapons	0	7	19	8	6	12	20	19	11	18

CITY OF CARPINTERIA
PART TWO CRIMES

Forgery, Embezzlement, Buy/Sell/Receive Stolen Property, Vandalism, Weapons, Prostitution/Vice, Sex Offenses, Drug Offenses, Offenses Against Family/Child, DUI, Liquor Law Violations, Drunkenness, Disorderly Conduct, All Other Crimes, Suspicion, Curfew/Loitering, Runaways



CITY OF CARPINTERIA
CALLS FOR SERVICE



QUESTIONS / COMMENTS

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
August 28, 2023

ITEM FOR COUNCIL CONSIDERATION

2023 Work Plan Status Report.

STAFF RECOMMENDATION

Receive and file the 2023 Work Plan status report.

Sample Motion: I move to receive and file the 2023 Work Plan status report.

BACKGROUND

Each year in late January the City Council, City Manager and staff Department Heads meet to discuss strategic issues and the Annual Work Plan. The public meeting was held this year on Monday, January 30. Both the draft and approved Work Plans are annually published on the City's website.

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

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

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

DISCUSSION

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

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

Annual City work also includes cooperative and collaborative work with other agencies and organizations. These efforts can be critical and time consuming because, as a small government agency, services that are important to Carpinteria such as health and human services, youth education, transportation and housing, are most efficiently and effectively addressed at a regional level with the City working in cooperation with the agencies that have primary responsibility for these services. Finally, the Work Plan Status Report may also include information about new work initiated in the first half of the calendar year that is not anticipated in the Work Plan.

POLICY CONSISTENCY

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

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

FINANCIAL CONSIDERATIONS

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

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

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

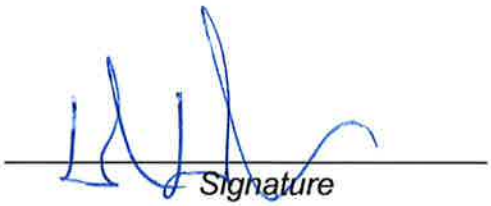
OPTIONS

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

ATTACHMENT

A. 2023 Work Plan Status Report Table

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



ATTACHMENT A

GENERAL GOVERNMENT
2023 Work Plan Status

Activity	Comments
Program: Legislative & Policy	
Legislative Advocacy. Establishing and maintaining good communication and working relationships with county, state and federal officials including elected representatives. This may include conducting advocacy and/or building coalitions for City positions, drafting legislation, making presentations, and providing testimony before other agencies or directly to legislators.	The City relies, generally, on the League of California Cities to advocate the State legislature on matters of local government interest and to assist the City in identifying issues of unique local interest. Work under the Legislative & Policy program includes researching and analyzing legislation and evaluating public policy matters. At the regional level, the 2023 Work Plan anticipates work in the areas of Housing, Highway 101 Improvements and Oil & Gas Development/ City work to date has included: • Winter Storm Response: City worked collaboratively with the County of Santa Barbara respond to winter storms including declarations of emergency, issuance of emergency repair permits, and public communications. • County Housing Element: City provided comment on the County's Housing Element involving work that included reviewing the draft, conducting legal review, communicating with county staff, and preparing staff presentation and draft letter for Council action. • State Voter Initiative Opposition. Letter sent to state representatives articulating City's oppose position of a proposed voter initiative that would restrict voter and local government ability to raise revenues for services. • Senate Bill 423 Opposition letter. Council approved sending letter to state legislative representatives about opposing this proposed legislation that would further undermine local control and negatively impact coastal resources. • State Budget Funding for Housing Support • Request for State Fentanyl Response.

Legislative & Policy Research and Development. Local legislative and policy responses to new/changed federal and state laws, legal or practical mandates, and changing community needs/expectations.	• **Building Reach Code:** City Council held the first reading on Ordinance 764 in April to establish a prohibition of fuel gas infrastructure in new construction. This was proceeded by Council meeting January to initiate the regulatory process. The work came out of regional collaborations of the Central Coast Community Energy, Tri-County Regional Energy Network, a Reach Code Advisory Committee and work with the Cities of Goleta and Santa Barbara and the County. • **Response to Brown Act Changes:** Conducted research and prepared resolution for Council adoption in order to implement changes in state law that establish post-pandemic Brown Act amendments. • **Outdoor Business Permit Program.** Work was completed to advance Council's interest in making the Downtown T parklet program permanent. This involved research and preparing program rules and regulation through public and advisory committee/commission meetings. • **Formula Business Regulations:** The City established a temporary moratorium, initiated the regulatory process and adopted regulations establishing limits on Formula Businesses in the City. • **Housing Element Update/Housing Laws.** An analysis of new state housing laws was prepared and presented to Council. • **Safe Parking Programs**. A Two-Year pilot program was started in June of 2023, following Council approval of an agreement with New Beginnings Counseling Center, which runs the program in Santa Barbara county. The program is a part of the City's response to homelessness. • **Skating and Skate Park Rules & Regulations**. After research through CJPIA, City Attorney's office and other local governments, CMC amendments were prepared for Council adoption and rules written for approval. • **Night Friendly Sky regulations review**. A review of City policies, regulations and practices for implementation of measures to protect the night sky from light pollution was presented to Council in April. • **Local Hazard Mitigation Plan Update:** Council approved the new plan for submittal to the state in April. The work was the culmination of a multi-year regional effort to update all Plans in Santa Barbara County. • **Housing Element** Approved for resubmittal to State. Council held a public hearing and approved changes in response to State HCD comments. • **Camping Regulations Amendment.** Council

	approved changes to regulations concerning sleeping and camping in the City for consistency with legal precedents. • **Zone Code Amendments.** The City Council initiated changes to City zoning regulations in order to implement programs of the Housing Element. • **Anti-Displacement Ordinance.** Council initiated the regulatory process to establish measures aimed at mitigating displacement of residents, including: Housing Affordability; Just Cause Eviction; Vacant Parcel Tax; Fractional Ownership Time Shares; Inclusionary Housing program; and Short Term Rental program amendments.
Regional Programs Collaboration and Cooperation. City Council members and staff participate on a number of regional committees and groups. Council member assignments to these entities are listed on the City Council agenda and include Joint Committees of elected representatives of the City and School Board, Sanitary District and Water District for example, as well as representatives to regional organizations such as the Air Pollution Control District (APCD), and the Santa Barbara County Association of Governments (SBCAG).	**Homeless Services.** Collaboration with County and local service providers continued in the first half of 2023. A presentation was made to the Council on the work. City representatives also participated in the Elected Leaders Forum on Homelessness quarterly meetings. **Youth and Family Services.** The City continues to participate in the South Coast Youth Safety Partnership. Youth services were discussed as a part of meetings with CUSD representatives. The City continues to financially support various local youth and family services organizations including Boys & Girls Club, Girls Inc., and the Carpinteria Children's Project Main Family Resources Center. **Parks and Trails.** The City continued to collaborate with Caltrans, the County and SBCAG on the Rincon Trail project. In May, the Council approved a proposed alignment that will allow the project to proceed once funding has been confirmed. **Council Committees Meeting with other agency representatives.** The City/First District Supervisor Committee met twice; the Public Safety Committee met three times; and the School Board Committee met twice during the first half of the year to discuss matters of mutual interest.
Program: City Administration	
Active Adult / Senior Center. The purpose of this Work Plan item is to identify potential interim and long-term center locations, program service models, and partnerships for active adult / senior services in order to develop an actionable plan, or plans, for implementation, including budgetary requirements, for consideration by City Council.	Development of Active Adult / Senior Center recommendations for City Council consideration is in progress. A Request for Proposal (RFP) was issued for program design and implementation services; however, no proposals were received. The RFP was re-issued with a submission deadline of August 27 and staff has been in contact with one or more firms that plan to submit a proposal. In addition, representatives from Seniors Inc., The Gym Next Door, Girls Inc. of Carpinteria, and the Carpinteria Arts Center have volunteered their time to create and coordinate free programming for active adults and seniors. The Carpinteria Community Library is also

	offering programming, as well as space for volunteer-led programming. Initially, programs were offered two days a week, and have since expanded to five days a week. A formalized program is expected to begin in the fall.
Strategic Reorganization. To ensure the expanding needs of the City are met and to provide more programs and services than current offerings with a broader and deeper capacity requires reorganization of staff, duties and responsibilities. Newly-proposed or reinvigorated work plan programs include: Homeless Services, Senior Services, Civic Engagement, and Youth Engagement/ Youth Civic Engagement, Santa Barbara County Regional Broadband Strategic Plan, Establishment of Performance Metrics and Emergency Response Capacity Building. The objective of the Strategic Reorganization is for increased staff capacity to meet all Program Objectives of new programs as well as appropriate allocation of resources to meet all ongoing City programs. Whereas a structure for Carpinteria City Government Departments and Divisions are outlined in the Carpinteria Municipal Code, an allowance exists for its expansion, deletion or modification as needed.	The most substantial organization change was made between the Parks, Recreation, and Public Facilities Department and the Public Works Department (PW.) Ordinance No. 768 (currently in second reading) changes the Parks, Recreation, and Public Facilities Department to Parks, Recreation, and Community Services Department (PRCS.) Public Facilities duties, which primarily include maintenance, were moved to PW with minimal impact to the department as the majority of maintenance functions were already overseen by this department. The change created additional capacity for PRCS to oversee community services, and work plan priorities, such as the library, senior services, and civic and youth engagement. Merging the maintenance team under PW will improve project coordination and create opportunities for cross-training amongst the maintenance staff.
Racial Equity & Social Justice: Establishment of a Racial Equity & Social Justice (RESJ) program that implements the policy intent embedded in City Council Resolution No. 5981 and subsequent City Council actions.	A Diversity, Equity, and Inclusion (DEI) committee made up of City staff was formed to identify and address internal challenges and opportunities for improvement in DEI. In April, select City staff participated in a three-day Train-the-Trainer workshop organized by National League of Cities Racial Equity and Leadership team (NLC-REAL.) The training prepared staff to provide future training on Normalizing Racial Equity and Organizing for Racial Equity. In addition, an agreement with Equity Praxis was executed to provide community engagement, training and development, feedback and meaning-making, and project management related to internal and external DEI efforts within the City and broader community.
Youth Engagement. The purpose of this Work Plan item is to collaborate with Carpinteria Unified School District and other youth organizations to increase youth engagement with Law Enforcement and prepare students for civic life.	The City Council/School Board Committee, with additional participation from the City's Community Resource Deputy, continues to meet and discuss important youth related items affecting the community. In addition, a Civic/Youth Engagement Committee was formed to in November of 2022 to assist staff in developing program recommendations for City Council

	consideration.
Program: Community Services Support	
Homeless Services Develop a program that will track, evaluate, improve and optimize the services and compliance mechanisms at the City to assist people experiencing homelessness in the community.	Initial assessment of current services and gaps is being compiled. The Showers of Blessings one year pilot program was restarted in Novembre of 2022 and the progress is being monitored. The Safe Parking Two-Year Pilot program was started in June of 2023.
Program: Community Promotion and Communications	
Civic Engagement Develop a program that will create partnerships between the City and its residents.	Together We Thrive, a councilmember-led neighborhood initiative, aimed to boost community engagement at the local level. The event included a survey enabling residents to offer feedback to the City. Results: 28 in-person surveys and 79 completed online responses.
Program: Economic Vitality	
Micro Transit Options. The City has historically taken an asset-based approach to economic development. Examples include the City's Parklet program and support of special events. In 2022, the City continued to provide a focused response in support of small businesses affected by the COVID-19 Pandemic. In addition, mid and long-term initiatives to support economic recovery were explored. In 2023, the City will continue its asset-based approach and focus on mid and long-term recovery by exploring transportation initiatives with potential to impact economic vitality. The project requires continued collaboration with the Santa Barbara Metropolitan Transit District (MTD), and research of various micro transit options such as electronic bike rental programs.	No activity. Funds are being considered for reallocation to a business parklet program still in development.
Program: Emergency Services	
Community Preparedness & Engagement. The City's Community Preparedness & Engagement Program is designed to engage and empower Carpinteria residents by providing them with preparedness and response education and resources.	It is our goal to offer CERT trainings again in the fall of 2023. CERT volunteers had an information table at the 2023 National Night Out and plans to have a table at the Avocado Festival just like in 2022. CERT volunteers helped with a request for an emergency shed update at Sandpiper Mobile Home Parks Community education has taken place at Communify, San Roque Mobile Park and Kinderkirk Preschool in 2023.

Emergency Response Capacity Building. To ensure effective and efficient response to local emergencies, strategic and long-term emergency planning and capacity building is critical. Through the development of new plans, revising previous plans and acquiring resources that will aid emergency responders and citizens, the City will be taking active steps to ensure we are ready to respond when an emergency occurs.	The 2022 Local Hazard Mitigation Plan Update and the Multijurisdictional Hazard Mitigation Plan Update were approved by FEMA and CalOES in March of 2023 and adopted by the City Council in April of 2023. Incorporation of the plan into the Safety Element of Carpinteria's General Plan and grant closeout are pending to be completed by April of 2024. COVID-19 reimbursement sought for monies expended in 2020. Provided Councilmembers the information for FEMA self-pace study courses. One council member completed IS 100 and 700.
City Staff Training & Exercise. As mandated by FEMA and Cal OES, City Staff will participate in trainings to maintain their FEMA certifications and to increase their ability to effectively operate the City's Emergency Operations Center (EOC). Additionally, to test the City's Emergency Operations Plan (EOP), a city-wide disaster exercise will be held, involving City Special Districts and First Responders.	Trainings to be held in the fall of 2023.
Program: Volunteer Services	
Volunteer Management. Over 200 active volunteers assist City Departments in a variety of capacities. Volunteers provide critical support through the HOST and CERT Programs, as dog walkers, as docents, and more. To continue to manage and sustain a growing and dynamic volunteer corps, critical steps will continue to be taken to create practices and procedures for managing, recognizing, training and communicating with volunteers and minimizing risk within the program.	The 2023 HOST Season saw an increase in a dozen new regular volunteers bringing the list to 52 after a significant decrease in 2022. Active recruitment of volunteers is currently occurring with advertisement in the Coastal View News and through the City online Newsletter. Volunteer documentation is being updated using resources provided by CJPIA. A list of volunteer opportunities has been compiled to be made available on the website and upon request.
Program: Staff Recruitment & Retention	
Employee Training and Development. To train managers and supervisors in various management skills critical to the long-term success of the City, including training such as maximizing employee performance, succession planning, and risk management. In addition, the project will include the formal development of City and department-level onboarding procedures. The onboarding process	The City's Human Resources department (HR) has created career paths which allow City employees to gain experience in their current positions, with the opportunity for future growth, while also assisting with City's succession planning. In addition, HR revised the City's annual performance evaluation document and process, and provided training for supervisors that reinforces core values and recognizes employees for their commitment to these values. The process emphasizes the role of supervisors, improving accountability and acting as a risk management tool by focusing on the supervisor's role in

will be supported by development of an annual training calendar including a variety of developmental courses such as writing for success, injury prevention, and leadership.	promoting safety and developing staff. Training is offered through CJPIA, Leibert Cassidy Whitmore, League of Cities, and others, and is encouraged and supported by department program budgets. Development of City-wide and department-level onboarding procedures are in progress.
Program: Risk Management	
Program: Records Management	
Records Management Program Update and Implementation. Upgrade Records Management Program & Retention Schedules and improved related storage facility.	In Process. The City hired a records consultant in July to (1) update the City's current records retention schedules for all City departments; (2) review and update policies and forms for destroying records and provide staff training; (3) analyze the current file classification for the City Clerk's Office and provide recommendations for restructuring, including a new file classification system; and (4) provide a subscription service to provide updated retention schedules per law changes and/or changes requested by staff every other year. In August, the records consultant met with each City department to review their respective records retention schedules. Departments will provide any changes to the consultant prior to review by the City Attorney's Office. The updated records retention policy and retention schedules are anticipated to go before the City Council for approval in Fall 2023. Once approved, the consultant will provide City staff training on the records retention schedules and the process for destroying records that have exceeded their required retention period. Once the new retention schedules are in place, each City department will review the current records in their possession and those records that have exceeded their retention period and are not deemed historical will be requested for destruction. All destruction requests will be signed off by the Department Head, City Clerk, and City Attorney prior to records being destroyed. The consultant provided a new file classification system for the City Clerk's records. Currently, all the City Clerk records are organized by topic. The new file classification system is by record series (e.g. agreements, agenda packets, etc.). The current file structure has served the City well for many decades and allows staff to easily find a document; however, it is not useful when it comes to document retention as a variety of record types with differing retention periods are placed together. In order to incorporate the new filing system, the Clerk will determine which records may be destroyed and seek authorization to destroy them. The remaining records will be split up according to their record type and organized chronologically. The Clerk will include a cross reference by topic in the new classification system for ease in searching and pulling documents.

	Under the proposed records retention schedules, for the majority of record types, the paper record may be destroyed after it is imaged and quality checked to ensure it contains all significant details from the original and is an adequate substitute for the original document and it is placed on unalterable media. The City Clerk intends to scan older documents such as Council staff reports and destroy the paper record once the electronic record is quality checked. Staff is also looking into either obtaining a cloud system, an enterprise content management system (such as OnBase or Laserfiche), or using a separate drive to store and index all official and final records of the City. The ultimate goal of this work effort is to reduce the amount of paper records kept, free up storage space, reduce costs, and provide efficiency in storing and recalling the City's official record. Work on reorganizing the City Clerk files will be on an ongoing basis.

ADMINISTRATIVE SERVICES
2023 Work Plan Status

Activity	Comments
Program: Financial Management Services	
Dashboards and Financial Transparency	Staff is working on updating the Administrative Service webpage on the City's website to provide stakeholders access to relevant information in an easier-to-understand medium (i.e., charts and graphs instead of spreadsheets of information). Staff is also looking into various software to assist with providing more transparency.
Business License and Short-Term Rental Enforcement Program	The objective is to create an enforcement program in which three City departments, Administrative Services, Community Development- Code Compliance, and General Government-Legal Services, work together to ensure City-wide compliance with Business License and Short-Term Rental policies. With an increased tracking of license renewals, the idea is to increase the collection of various fees, and outreach to the community to ensure compliance with City policies. This has not been started.
Cost of Service Analysis	The consultant was hired to perform a new Cost of Service Analysis on City programs that will provide a revenue-to-cost comparison system that can be used to determine the level of fees that would have to be imposed in order to meet the cost recovery percentages as stipulated by the City's municipal code (CMC 3.34.040). This project is in progress and is expected to go to Council for approval of the new master fee schedule in September 2023.
Financial Policies and Regulations Update	The objective is to make updates to various Carpinteria Municipal Code sections related to financial policies and regulations, including fiduciary, bonding, business license, and purchasing sections. Performed on an as-needed basis, updates to the Municipal Code ensure that the city's policies and procedures will continue to safeguard City assets and ensure the City's long-term financial health. The City has contracted with HdL Companies to update the Business License and Transient tax codes. This will also include an analysis of the cost to administer the program. We have also contracted Bill Statler to assist with policy updates. The Budget and Fiscal Policy was adopted in June 2023 and Purchasing Policy scheduled for September 2023. Travel Policy and Cash Handling is drafted and scheduled for September 2023.

COMMUNITY DEVELOPMENT
2023 Work Plan Status

Activity	Comments
Program: ADMINISTRATION	
Digitize / Modernize • Digitize remaining approved building plan sets and address files. • Lease/purchase a large format scanner	**Ongoing.** The Department continues to move forward scanning approved building plans, project files and address files. The effort to lease / purchase a large format scanner has been put on hold due to a lack of space for the scanner and a reduction in the budget for this equipment. In the meantime, CDD staff has been sending all large format approved building permits to an outside scanning service to ensure we have all approved building permits in an electronic (.pdf) format. The cost for this service is charged to the building permit applicant.
Create Advanced Planning Division • Fill vacant Principal Planner position • Fill vacant Assistant / Associate Planner position	**Ongoing.** Recruitments are currently underway to fill the vacant positions in the newly established Advanced Planning Division. The Principal Planner recruitment closed on August 2nd and the Assistant / Associate Planner recruitment closed on August 14th. Applicants who met the minimum qualifications for the positions are currently being screened and top candidates are being interviewed through the end of this month and into September. It is expected that both positions could be filled in October 2023.
Program: ADVANCED PLANNING: Design Standards and Guidance	
Downtown Design Overlay • Prepare draft Downtown Design Overlay Ordinance • Complete adoption of Downtown Design Overlay Ordinance	**Ongoing.** Work on the Downtown Design Guidelines commenced in April 2021 and is ongoing. The consultant team hired to help develop the Downtown Design Guidelines is currently finalizing the administrative draft. The public draft of the Guidelines is expected to be released in late 2023, and review/adoption of the Overlay is expected to carry over into 2024. Portions of Overlay work funded by SB2 grant must be completed and invoiced by September 30, 2023.
Neighborhood Design Guidelines • Prepare / update neighborhood design guidelines for the City's 6 community sub-areas • Complete administrative adoption of neighborhood guidelines	**On Hold.** Updates to the Neighborhood Design Guidelines have been deferred as other more pressing Advanced Planning projects move forward. Once higher priority tasks are completed, work on these Guidelines will recommence, and will include review by the Ad-Hoc Design Review Committee, ARB, and Planning Commission, and adoption by the City Council.

Program: ADVANCED PLANNING: General Plan / Coastal Plan Update	
General Plan / Coastal Land Use Plan Update • Prepare Draft General/Coastal Plan Update Document • Prepare CEQA Document • Complete adoption of General Plan/Local Coastal Land Use Plan Update	**Ongoing.** This represents a multi-year project. The Department retained the services of WSP USA Environmental & Infrastructure, Inc. (formerly Wood Environment & Infrastructure Solutions, Inc.) to prepare the City's General Plan/Coastal Plan update in May 2017, with the first contract amendment in May, 2018, followed by a second in September 2019, and a third contract amendment was completed in September 2022. The draft Elements including the policies reviewed by the General Plan Update Committee and Coastal Commission are in various stages of internal review before the initial public review review by the Planning Commission. The accompanying CEQA EIR is currently being prepared.
Sea Level Rise Vulnerability Assessment and Adaptation Plan	**Complete.** The Sea Level Rise Vulnerability Assessment and Adaptation Plan (SLRVAAP) is complete, although periodic updates are planned to keep the document current. The SLRVAAP is being utilized in support of the City's Living Shoreline Adaptation Project.
Program: ADVANCED PLANNING: Zoning Code Updates	
Accessory Dwelling Units (ADUs) • Update and adopt ADU regulations to reflect current state law • Prepare pre-designed ADU building plans for use by public	**Ongoing.** The City's ADU ordinance was comprehensively updated in 2021-22 and adopted in Feb. 2023, and is currently in effect. Approx. 11 ADU applications have been submitted to date. A new round of amendments to the ADU ordinance are currently underway (initiated August 2023) to respond to latest changes to state law that took effect in 2023. The City's grant-funded pre-designed ADU building plans were made available to the public in July 2023. First permit submittals using the plans are expected in late summer/fall 2023.
Formula Business Regulations • Prepare & adopt permanent regulations governing formula businesses	**Complete.** Citywide formula business regulations were drafted in 2022, certified by the Coastal Commission in June 2023, adopted by the City Council in July 2023, and took effect on August 9, 2023.
Comprehensive Zoning Code Update • Complete specific high priority zoning code updates (e.g. density bonus, SB 9, CDP, sign regulations, etc.) • Complete comprehensive update	**Ongoing.** The comprehensive update of the entire Zoning Code has been a multi-year effort that is currently paused while updates to specific high priority sections of the Zoning Code are being worked on. These high priority work efforts typically relate to changes to state law (e.g., ADUs, density bonus, SB 9 lot splits) or Council priorities (e.g. formula business regulations). Several of these high priority updates have been initiated and are presently underway, including density bonus and coastal development permit and a suite of amendments related to the

of entire Zoning Code	preservation of affordable housing (anti-displacement legislation)

Program: ADVANCED PLANNING: Housing Element Update & Response to State Housing Legislation	
• Staff Report/Public Workshops • Planning Commission and City Council Hearings • Submittal to Coastal Commission	**Ongoing.** The completely updated ADU-JADU Zone Code Section has had extensive review by the Coastal Commission and HCD subsequent to an initial review by the Planning Commission and City Council in late 2021. On August 1, 2022, the Planning Commission held a public hearing on the draft Ordinance and recommended that with minor clarifications, it is ready for a first read by the City Council in September 2022. A formal request to initiate required revisions to the Density Bonus provisions is also expected to occur in September 2022, along with a new CDP Section of the Zone Code a new Section addressing SB 9 ministerial lot splits and permitted duplexes on single family lots. Refer to the Advanced Planning Project List below.

Program: ADVANCED PLANNING: Project List	
Work Underway: • General Plan / Coastal Plan Update • Housing Element Update • ADU / JADU Regulations Update • Density Bonus Update • Anti-displacement Regulations Update • Downtown Design Overlay • CDP Zone Code Update • Soft Story Building Regulations • Safe Parking Regulations • Multi-family Residential Smoking Regulations	**Pending Projects:** • Zoning Code Updates in response to Housing Element Update • SB 9 Lot Split Ordinance Regulations • Co-ownership Property Moratorium • Co-ownership Property Permanent Regulations • Wireless Regulations Update • Subdivision Ordinance Update • Sign Regulations Update • Neighborhood Design Guidelines Update • Short Term Rental Ordinance Updates • Entertainment License Updates

Program: DEVELOPMENT REVIEW & BUILDING	
Large Projects • Carpinteria Farm, Hospitality & Residential project • Lagunitas Mixed-Use project • Surfliner Inn • 4745 Carpinteria Ave Mixed-Use project • 700 Linden Adaptive Re-use project	**Ongoing.** Several large and high profile projects have been submitted in 2023 and are currently under review, including the Carpinteria Farm, Hospitality & Residential project, the Lagunitas Mixed-Use project, the Surfliner Inn, and the 4745 Carpinteria Ave Mixed-Use project. Upon completeness determination, these projects will proceed into preliminary review with the ARB and environmental review under CEQA during the latter half of 2023 and into 2024. The 700 Linden Adaptive Re-use project is currently under construction and is anticipated to be complete by summer 2024.
Program: BUILDING & SAFETY	
Vulnerable Building Assessment and Policy • Identify potential soft-story structures • Prepare & adopt Ordinance to facilitate necessary retrofits	**Ongoing.** Potential “soft story" buildings have been identified and work has begun to review the building and engineering plans on file for these structures in order to determine if retrofits are needed. Following initiation and a first read of the proposed soft story Ordinance, a well-received public workshop was held on February 22, 2020. The City intends to return for a first read with a revised Ordinance by Fall 2023.
Program: CODE COMPLIANCE	
Multi-family Residential Smoking Regulations • Prepare and adopt Ordinance to regulate smoking in multi-family residences	**Ongoing.** Preparation of an administrative draft Ordinance is underway. The public draft Ordinance is anticipated to be ready to present to the City Council for a first reading in fall 2023.
Camping Regulations & Abandoned Property Policy • Prepare and adopt updates to the City’s camping regulations and abandoned property policy to reflect current state law	**Complete.** Updates to the City’s CMC regulations related to public sleeping and camping were adopted by the City Council on May 8, 2023 under Ordinance No. 765. Updates to the City’s Abandoned Personal Property policy was finalized in July 2023. The changes were necessary in order to bring City regulations into conformance with current law.

PUBLIC WORKS
2023 Work Plan Status

Activity	Comments
Program: Public Works Administration	
Community Broadband	In November 2021, the City Council approved the Memorandum of Understanding with the Santa Barbara County Association of Governments (SBCAG), County of Santa Barbara (County), and the cities of Buellton, Goleta, Guadalupe, Lompoc, Santa Barbara, Santa Maria, and Solvang concerning the preparation of the Santa Barbara County Regional Broadband Strategic Plan (BSP). In November 2022, the City Council accepted the final BSP. In December 2022, SBCAG Board of Directors approved the final BSP. <u>Local Agency Technical Assistance (LATA) Grant</u> In May 2023, the California Public Utilities Commission (CPUC) approved a LATA Grant in the amount of $1M to the joint grantees of the County and SBCAG for implementing the BSP including preliminary broadband network design, programmatic environmental impact report, and joint powers authority establishment. <u>Regional and Statewide Middle Mile</u> Statewide, the State of California Department of Technology continues to advance middle mile efforts through the mapping. Regionwide, another middle mile is being worked on by both the Chumash Tribe and Econ Alliance called the North County Fiber Ring, which proposes to provide redundancy and resiliency for Santa Ynez Valley and Los Alamos among other areas. <u>Digital Literacy and Affordability Programs</u> SBCAG is participating in efforts with the Santa Barbara Foundation in order to expand digital literacy and ensure this continues to advance. Similarly, SBCAG is working with the Broadband Consortium of Pacific Coast in order to ensure Internet Service Providers are creating or expanding programs to improve affordability to meet grant program funding goals. <u>Internet Service Providers</u> The City is currently permitting Frontier Communications with its citywide fiber optic installation project.
Program: Capital Improvements	
Carpinteria Avenue Bridge Replacement Project	No significant updates. The eminent domain proceeding is complete. Right of Way Certification was completed in September 2021. Due to the delay by the eminent domain process as well as the federal-aid funding availability, start of construction is still estimated in fall 2024. The construction phase is not programmed in the Fiscal Year 2023/24 Capital Improvement Program Budget.

City Hall Campus Improvements Project	In December 2022, the City Council authorized the design of the replacement of the City Hall sewer lateral and related parking lot pavement and storm drain work. The design is significantly complete, and start of construction is estimated in summer 2023. <u>City Hall Storage</u> In May 2023, the Planning Commission approved the Development Plan and Coastal Development Permit for the conceptual design of the City Hall storage facility. The design (preliminary and final designs) and construction phases are not programmed in the Fiscal Year 2023/24 Budget.
City Hall Solar Energy Generation and Storage Project	No significant updates. The joint request for qualification (RFQ) and request for proposal (RFP) were released in 2022, and the City was written into a grant application. Currently the City of Carpinteria and Carpinteria Valley Water District are waiting to hear if that grant will be awarded.
Rincon Multi-Use Trail Project	Plans, specifications, and estimate still at 90-percent completion. The Subsequent Mitigated Negative Declaration was accepted and certified by the Planning Commission in January 2020. The Petition for Modification was submitted to the California Public Utilities Commission in July 2020. The Focused Environmental Impact Report (Focused EIR) is complete. Public outreach campaign with stakeholders is complete. At its special meeting of May 15, 2023, the City Council selected Alternative 3 (Steeper Slopes and Reduced Earthwork), which is the environmentally superior alternative per the Focused EIR. The design (preliminary and final designs) and construction phases are not programmed in the Fiscal Year 2023/24 Budget.

PARKS, RECREATION & COMMUNITY SERVICES
2023 Work Plan Status

Activity	Comments
Program: Parks, Recreation & Community Services Administration	
Harbor Seal Advisory Committee	Staff facilitated 6 meetings of the City Council Appointed Harbor Seal Advisory Committee and authored a report with committee recommendations that was considered at the July 10 City Council meeting.
Off-Leash Dog Park, Pickle Ball Facility	The objective is to design and permit a dedicated off-leash dog park along with additional amenities desired by the public. To date a design has been prepared that uses City-owned property to optimize a dog park with a small dog area and a large dog area (Lagunitas Park). Pickle ball courts and general park amenities are also included. The off-leash area at El Carro Park has been closed. A new pilot project at Monte Vista Park has been designed (in-house) with an estimated project cost of $20,000; however, the project is not part of the FY23/24 budget. It is a fully fenced design in contrast to El Carro Park that had no fences.
Art in Public Places	The next step is the establishment of a City Council Ad Hoc Committee to initiate a path forward, evaluate other communities' programs, and select options for Carpinteria. In the spring of 2023, the City restored much of the paint work in the Tomol interpretative play area including a new marine mammal mural along the main entry.
Maintenance Building	Design and permitting in progress; however, the project is not part of the FY23/24 budget.
Department Staffing	The objective is to integrate new staffing positions to best deliver facility inspections and maintenance services. --Park Ranger. No activity. This position was not budgeted for FY23/24. --Parks & Facilities Attendant. Staff is currently working on drafting a job description and developing the timeline for hire.

Program: Capital Improvements Strategic Priorities	
Carpinteria Skate Park Completion and Operation	Construction of this project has been completed. A ribbon cutting celebration took place on August 26, 2023. The skate park is open to the public. The City is partnering with the Carpinteria Skate Foundation to provide youth and teen programming. We have also developed the Carpinteria Skate Park webpage and created QR codes to be included in the park signage for easy access to the webpage by the park users.
Playground Structure Replacement	The new playground at Monte Vista Park was completed in June. It has been very well received by the community. The design of the new play structure has a forest theme that blends nicely with the trees at that park and provides a safer design that is more inclusive and accessible.
Carpinteria Community Library Improvements	City is finalizing negotiations with the County on the building's lease terms and working to further improvements to the library's accessibility and to replace the monument sign. City is working to renew the Seaside Building Lease that houses the Used Book Store operated by the Friends of the Library.
Concha Park	The objective of this project is to permit a pocket park in the Concha Loma area nearest the multifamily residential property closest to Carpinteria Avenue. A concept park design has been prepared. A grant application to the Land and Water Conservation Fund (LWCF) program was not successful. An interim park project is being evaluated until funding can be identified for the permanent park project. Plans for the permanent and interim park have been prepared.
Rincon Bluffs Preserve Carpinteria Bluffs III Improvements	The objective is to design and permit improvements to the Carpinteria Rincon Bluffs Preserve. The 23-acre property is permanently protected as open space with native habitat and passive public access uses. To date, a concept plan has been prepared, a public workshop has been conducted, and the project has been reviewed and discussed at two public COSMAB meetings. A Grant application under the Rural Tourism Grant program has been submitted but was not awarded. An RFP for environmental services was issued and two responses were received. The two submittals were reviewed with COSMAB and the Land Trust. The project path is to get permits and then seek funds for construction.

Linden Avenue Lifeguard Tower Replacement and Linden Plaza	The objective of this project is to improve coastal access, ADA compliance, emergency response, bicycle and pedestrian use, and general ambiance of the Linden Street end. This project is a cooperative project with California State Parks. A grant has been awarded to construct the portion of the project on State Park property in the amount of $226,800. State parks is reviewing the project application and plan set.
Carpinteria Community Pool Swim Lesson Pool	No activity. This project is not part of the FY23/24 budget.
Program: Capital Improvements Carpinteria Coastal Trail	
Carpinteria Coastal Vista Trail	Discretionary permits have been granted for the trail improvement across the south side of 6155 Carpinteria Avenue. The next step is to demolish an out building at the site and install a fence between the public trail easement and the commercial use area there. The unpermitted 3,000 square foot building has been demolished and a rough in trail has been opened. The Habitat Conservation Fund (HCF) Acquisition Grant has been closed out. This grant funded 50% of the trail acquisition. A 2nd HCF grant application has been submitted to fund 50% of the construction costs. No word yet on the success of that application. Discretionary permits have been granted for an interim trail crossing 399 Linden Avenue, known as the Linden to Holly Trail. The project is interim until a decision about proceeding with the Surfliner Inn project is made. This interim trail has been constructed and is now open to the public

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
August 28, 2023

ITEM FOR COUNCIL CONSIDERATION

Together We Thrive: A Community Resource and Engagement Fair Debrief and Survey Report.

STAFF RECOMMENDATION

Receive and file Together We Thrive: A Community Resource and Engagement Fair Debrief and Survey Report.

Sample Motion: I move to receive and file the Together We Thrive: A Community Resource and Engagement Fair Debrief and Survey Report.

BACKGROUND

"Together We Thrive: A Community Resource and Engagement Fair" was a successful event, laying the foundation for a series of district-focused gatherings. The event was strategically designed to invigorate engagement within Districts 1 and 2, with a special emphasis on families residing near Aliso School, whom traditionally have been less engaged with local government. This pioneering initiative, championed by Councilmember Solórzano and Vice Mayor Alarcon, seamlessly aligned with the Civic Engagement Community Promotion and Communication Workplan item, which has as its goal to bring local resources, city information and elected officials closer to the community.

The journey from conceptualization to execution spanned a condensed five-week period, commencing with a brainstorming session and culminating in the actual event day on May 20,2023. Central to this vision was facilitating efficient communication with City Hall, and learning and understanding localized concerns. There was a range of activities available including music, craft for kids, a raffle and an opportunity for attendees to learn about community organizations and city resources available to them.

Vice Mayor Alarcon, Councilmember Solórzano, communications consultant Lea Boyd, Librarian Jody Thomas, Environmental Program Manager Erin Maker, and Program Manager Olivia Uribe Mutal played pivotal roles in orchestrating the event.

Organizations that participated and thereby added significant value to the event's offerings included: Parents for Aliso, Housing Mediation Task Force, Carpinteria Summerland Fire Protection District, Santa Barbara Sheriff's Office, CERT, LISTOS, Girls Inc., The Alcazar Theater, Carpinteria Beautiful, Muralism, Hope Net, and Carpinteria Children's Project. Staff from various city departments including General Government, Community Development, Public Works, Parks Recreation & Community Services, and the Salt Marsh docent were actively engaged, answering questions and enriching the event's multifaceted character.

The event's success was intrinsically linked to meticulous planning, underscored by collaborative engagement. This encompassed a series of four essential meetings, a site walkthrough, and a concerted effort to reach out to the community. Methodical outreach initiatives, included spanning newsletter announcements, strategically placed flyers (Attachment A), and direct engagement by councilmembers with their respective districts, effectively ensured widespread participation.

The event yielded tangible outcomes, including newsletter sign-ups, an engaging raffle experience, bilingual materials including a city resource and contact lists, board/commission vacancy list and city-branded materials. The incorporation of public safety entities sparked remarkable interest, especially among younger attendees who had the chance to ride the fire truck, interact with the Sheriff Patrol, test out the drone, and witness a demonstration of the jaws of life. Collaborative involvement from community organizations provided a holistic and enriching experience for all participants which included roughly 50 members of the public.

A primary purpose of this report is to acknowledge success and lessons learned in order to inform planning for future events. Enhancing outreach to the Spanish-speaking community emerged as a priority, aiming for heightened inclusivity. Suggestions to consider event timing, weather preparedness, healthier snacks, and engaging activities for older children underscored our commitment to continuous improvement.

The "Together We Thrive" event resonated as a resounding testament to the potential of community synergy, strategic foresight, and shared dedication to elevate Carpinteria's vibrancy by allowing residents to engage in conversations, ask questions, meet city staff, and forge new connections with nonprofits serving the community, emergency personnel and neighbors. By leveraging our successes and embracing invaluable lessons, the city is poised to enhance the impact of upcoming council district-focused events with councilmembers and staff partnering to design events that best suit each district. The events hold the prospect for fostering deeper community bonds and community resilience.

Survey Report:

A component of the event was taking advantage of bringing people together by developing a survey to gather feedback from event attendees regarding the effectiveness of the services being provided and to identify the community's needs that

can be addressed. Developing this bilingual survey was the heavier lift of this idea, therefore the organizers decided to extend its reach by making it available online.

The City received 107 surveys in total, with 79 completed online and 28 completed in person at the Together We Thrive Community Resource and Engagement Fair. The survey was also offered as a bilingual (English/Spanish) hard copy at the event, and an advertisement with a QR code was placed in the Coastal View News the week following the event (Attachment C). The link to the survey was also included in The Current, the City's newsletter.

The survey focused on the following areas: Communication Preferences, Services Utilized, Neighborhood Challenges and Resources. Additionally, questions were asked to learn about Key Concerns, ADU Awareness, Transportation Preferences and Needs, Law Enforcement Perception, and Community Belonging. See detailed responses in Attachment B.

This survey responses provide a snapshot of community sentiments and should not be used to represent the entire population. Nonetheless, the data collected presents a valuable opportunity to refine our communication strategy and gain deeper insights into the needs and concerns of Carpinteria residents.

The survey findings underscore the significance of enhancing education and outreach, advancing transportation options, and nurturing inclusivity within the community for the betterment of Carpinteria.

The survey outcomes offer vital insights to city administration and the council, which is expected to help the city to address challenges and opportunities. It is expected that the survey data, over time, will assist city leaders in developing and prioritizing policies, projects, and community engagement initiatives to address resident concerns. These results also bolster existing initiatives that are already city priorities, empowering the council and city administration to make informed decisions that enhance the quality of life in Carpinteria by understanding resident needs and concerns.

As indicated above, the intent of the survey is to conduct similar surveys on an annual basis. This approach allows us to aggregate data over time, providing us with a comprehensive understanding of evolving community sentiments. Our aim is to publish the results transparently, thereby contributing to open communication and informing city decision-making in a well-rounded manner.

POLICY CONSISTENCY

This work implements and is consistent with the purpose of the Civic Engagement Community Promotion and Communication Workplan Item and the City's Sustainability

Policy (Resolution No.5500), which states, among other objectives: "Implement programs which promote interactions and communication between neighbors, including internet-based social programs and local community groups."

FINANCIAL CONSIDERATIONS

The City's expenses encompassed various items, including printing costs for the ADU poster, advertising expenses for the 'Thank you' Ad in the Coastal View, as well as costs associated with banners, canopies, tablecloths, and raffle items. It's worth noting that certain items will be reused for future events.

OPTIONS

1. Approve and file Together We Thrive: A Community Resource and Engagement Fair Debrief and Survey Report.
2. The City Council could choose not to approve the recommendation and provide further direction to staff.

ATTACHMENTS

Attachment A: Event Flyer
Attachment B: Community Survey Narrative and Results.
Attachment C: Coastal View News Ad

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

Signature

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

Signature

ATTACHMENT A

TOGETHER WE THRIVE

A Community Resource & Engagement Fair

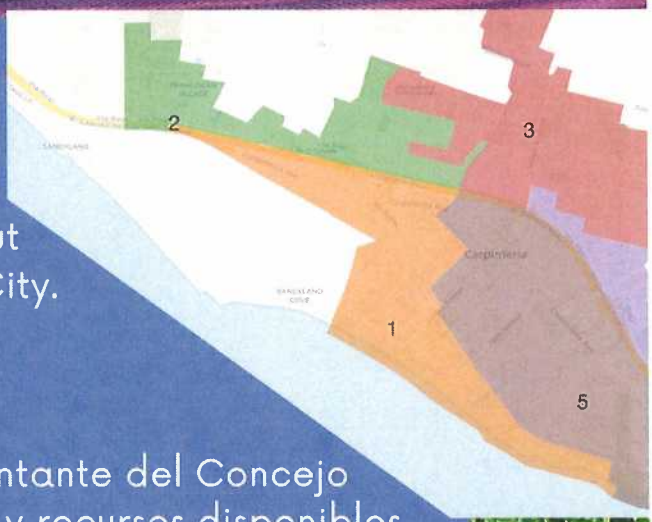
JUNTOS PROSPERAMOS

Una feria de participación y recursos comunitarios

Saturday
May 20
10 am-noon

at Aliso School
4545 Carpinteria Ave.

Sabado
20 de mayo
10 am-12 pm



Do you live in District 1 or 2?

Come meet your neighbors, your City Council representative, and learn more about services and resources available from your City.

¿Vives en el Distrito 1 o 2?

Venga a conocer a sus vecinos, a su representante del Concejo Municipal y aprenda más sobre los servicios y recursos disponibles en su Ciudad.

CAN'T MAKE IT TO THE EVENT?

Your input is important to us. Please take our short online survey.

¿NO PUEDES VENIR AL EVENTO?

Sus sugerencias son importantes para nosotros. Realice nuestra breve encuesta en línea.

Food, Music & Fun!

¡Comida, música y diversión!

Carpinteria Children's Project
Proyecto de Niños de Carpintería

CARPINTERIA-SUMMERLAND FIRE

CARPINTERIA COMMUNITY LIBRARY

Rental Housing Mediation

HopeNet

50 years girls inc.

CERT COMMUNITY EMERGENCY RESPONSE TEAM

Alcazar THEATRE

LISTOS

PARENTS FOR ALISO

ATTACHMENT B

Together We Thrive – Community Survey Narrative

Introduction

This survey was created by Vice Mayor Natalia Alarcon, Councilmember Monica Solórzano, Communications Consultant Lea Boyd of Two Trumpets, and city staff including City Librarian, Jody Thomas and Program Manager, Olivia Uribe Mutal.

Purpose

The purpose of the survey was to gather feedback from event attendees and online respondents regarding the effectiveness of the services being provided and to identify the community's needs that can be addressed. City leaders can address resident concerns by developing and prioritizing policies and projects, as well as promoting community education and engagement. Furthermore, it's important to note that the intent of the survey is to establish a recurring pattern for future events, conducting similar surveys on an annual basis. This approach allows us to aggregate data over time, providing us with a comprehensive understanding of evolving community sentiments. Our aim is to publish the results transparently, thereby contributing to open communication and informing City decision-making in a well-rounded manner.

Survey Distribution

The City received 107 surveys in total, with 79 completed online and 28 completed in person at the Together We Thrive Community Resource and Engagement Fair. The survey was also offered as a bilingual (English/Spanish) hard copy at the event, and an advertisement with a QR code was placed in the newspaper the week following the event. The link to the survey was also included in The Current, the City's newsletter. It is important to note that not all participants answered every question on the survey, so the results may not be representative of 107 responses.

Districts: District 5 had the highest level of engagement, followed by District 1. Districts 2, 3, and 4 had lower levels of engagement.

Ages: Among online respondents, the 65+ age group had the highest participation, while the 35-54 age range was most engaged in the in-person survey. Combining both surveys, the 65+ age group showed the highest overall interest, followed closely by the 35-54 age range.

Communication Preferences: The survey found that online sources were the preferred choice for obtaining information, with the City Newsletter being the most popular option, followed by Coastal View News and social media. However, a notable portion of respondents in the in-person survey expressed their preference for receiving information in person.

Services Used: The survey revealed that the beach (87 mentions), community parks (80 mentions) and the library (70 mentions) were the most popular services, followed by the pool (28 mentions), senior programming (12 mentions), and the permit process (18 mentions). Other notable services included rental barbecue sites (7 mentions), and rental of the Veterans Building (3 mentions). Additionally, residents expressed interest in services related to roads, bikeways, sidewalks/streets, shops, e-waste, trails, bluffs, and pickleball courts.

Neighborhood Challenges: Safety emerged as a significant concern, mentioned by 27 respondents. Graffiti, cleanliness/trash services, and parking were also common issues raised. Other challenges highlighted included poor road conditions, homelessness, gentrification, and lack of enforcement of vacation rentals.

Resources to Add in Neighborhoods: The survey provided valuable feedback from residents regarding City services and resources they would like to see more of in their neighborhood. The feedback received is categorized by department and summarized below:

- General Government: Residents emphasized the importance of evacuation/emergency preparedness plans. They also expressed a desire for increased community events, better communication about available resources, and improved law enforcement community liaisons.
- Community Development: Residents highlighted maintaining existing planning without violating regulations and addressing issues such as bikes and scooters on sidewalks. Residents also called for better parking management and enforcement, enforcement of short-term rental ordinances, and code enforcement to maintain neighborhood integrity.
- Parks & Recreation & Community Services: Residents called for more senior and teen services. Requests also included the establishment of community gardens and dog parks, permanent pickleball courts, and improved beach conditions. Residents also expressed the need for recreational programs, better park facilities, and improved accessibility to the beach.
- Public Works & Facilities: Improving bike lanes and cycling safety, addressing pavement and road repairs, and constructing sidewalks were mentioned. Residents also called for better street sweeping, signage for stores, and maintenance of trees. Environmental initiatives, efficient large item pick-up, and creek restoration were also raised.
- Other: Suggestions encompassed various areas, such as opening Aliso playground, implementing a city shuttle, and providing homework help for kids. Residents also mentioned the need for affordable housing, senior shuttles, and improved public transportation. Preserving the unique character of Carpinteria, advocating for tenants' rights, and supporting mental health services were highlighted.

Housing Concerns: The majority of respondents expressed concerns about housing affordability, with 75 respondents indicating this as an issue. Additionally, 44 respondents mentioned the need for increased availability of housing options.

Important Issues to Carpinterians: The survey results offer valuable insights into the key concerns of Carpinteria households, which include connection to neighbors, public safety, preservation of Carpinteria's character, access to nutritious and healthy food options, transportation, and involvement in decision making.

ADU Awareness: In the survey, participants were asked if they were aware of Accessory Dwelling Units (ADUs) and how to obtain more information on building them. The results showed that 68 respondents out of the total 102 were aware of ADUs and knew how to access additional information. On the other

hand, 34 respondents indicated that they were not aware or did not know how to get more information about ADUs.

Transportation Use: The survey found that cars are the most popular mode of transportation, followed by walking, then, biking. This information can be used to improve transportation options and make the community more walkable and bikeable.

Transportation Needs: According to the survey findings, respondents expressed their interest in several areas for improvement, including enhanced bike paths, increased frequency of train services, and a strong desire for the revival of the Seaside Shuttle, which unfortunately will not be reinstated. Additionally, respondents highlighted the necessity for improved bus routes and reliable rideshare services.

Law Enforcement: The survey found that the community's perception of law enforcement is predominantly positive. The majority of respondents rated their perception as either extremely positive or mostly positive.

Belonging: The survey found that a majority of respondents feel a strong sense of belonging and connection to the larger Carpinteria community. However, there were some respondents who did not feel as connected to the community, citing reasons such as isolation, challenges in meeting people, changes in the community, and feeling excluded.

Conclusion

In conclusion, it's crucial to acknowledge that this survey provides only a snapshot of community sentiments and doesn't represent the entire population. Nonetheless, the data collected presents a valuable opportunity to refine our communication strategy and gain deeper insights into the needs and concerns of Carpinteria residents.

The survey findings underscore the significance of enhancing education and outreach, advancing transportation options, and nurturing inclusivity within the community. These areas are pivotal for the betterment of Carpinteria.

The outcomes of this survey furnish city administrators and policymakers with essential insights to confront the challenges and possibilities confronting the Carpinteria community. Moreover, these results lend additional weight to ongoing initiatives that have been prioritized by City leaders. By comprehending the needs and concerns of our residents, city leaders are empowered to make well-informed decisions, thus paving the way for an improved quality of life in Carpinteria. Your participation has been invaluable in shaping our collective journey towards a brighter future.

Together We Thrive - Community Survey Results

DEMOGRAPHICS

District: (Choose from Districts 1-5)

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5



Age: Select age range

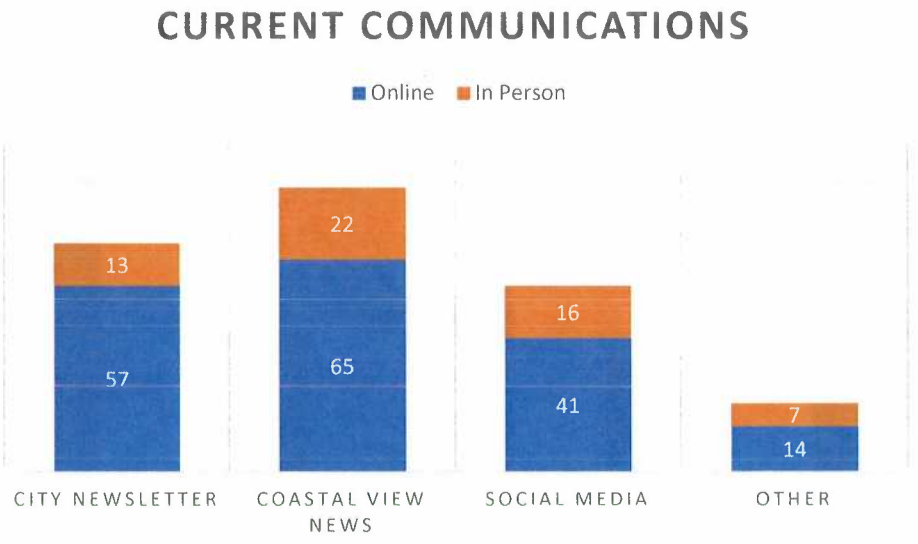
☐ 19-34 ☐ 35-54 ☐ 55-64 ☐ 65+



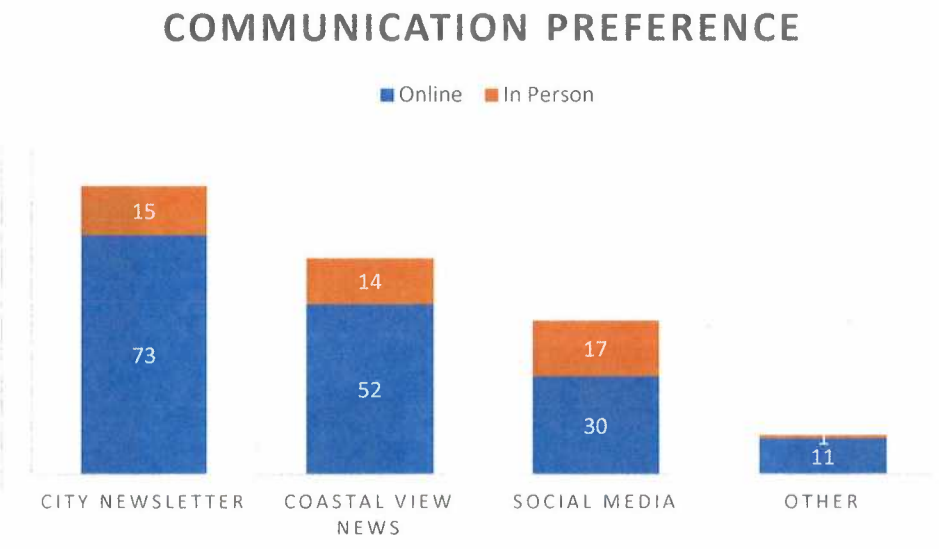
COMMUNICATION

1. How **do you** receive information from the City? (Select multiple options)
Other: Council meetings; word of mouth; Nextdoor (3); email; through Olivia; ***Council Attendance; SB NewsPress, Independent; website; HOST program***

- ☐ City Newsletter
- ☐ Coastal View News
- ☐ Social Media
- ☐ Other:



2. How **would you like to** receive information from the City? (Select multiple options)
- ☐ City Newsletter/email
- ☐ Newspaper
- ☐ Other: Nextdoor (2); more frequent e-newsletter; **texts (for emergencies); Council attendance; website; HOST program;**
- ☐ Social Media

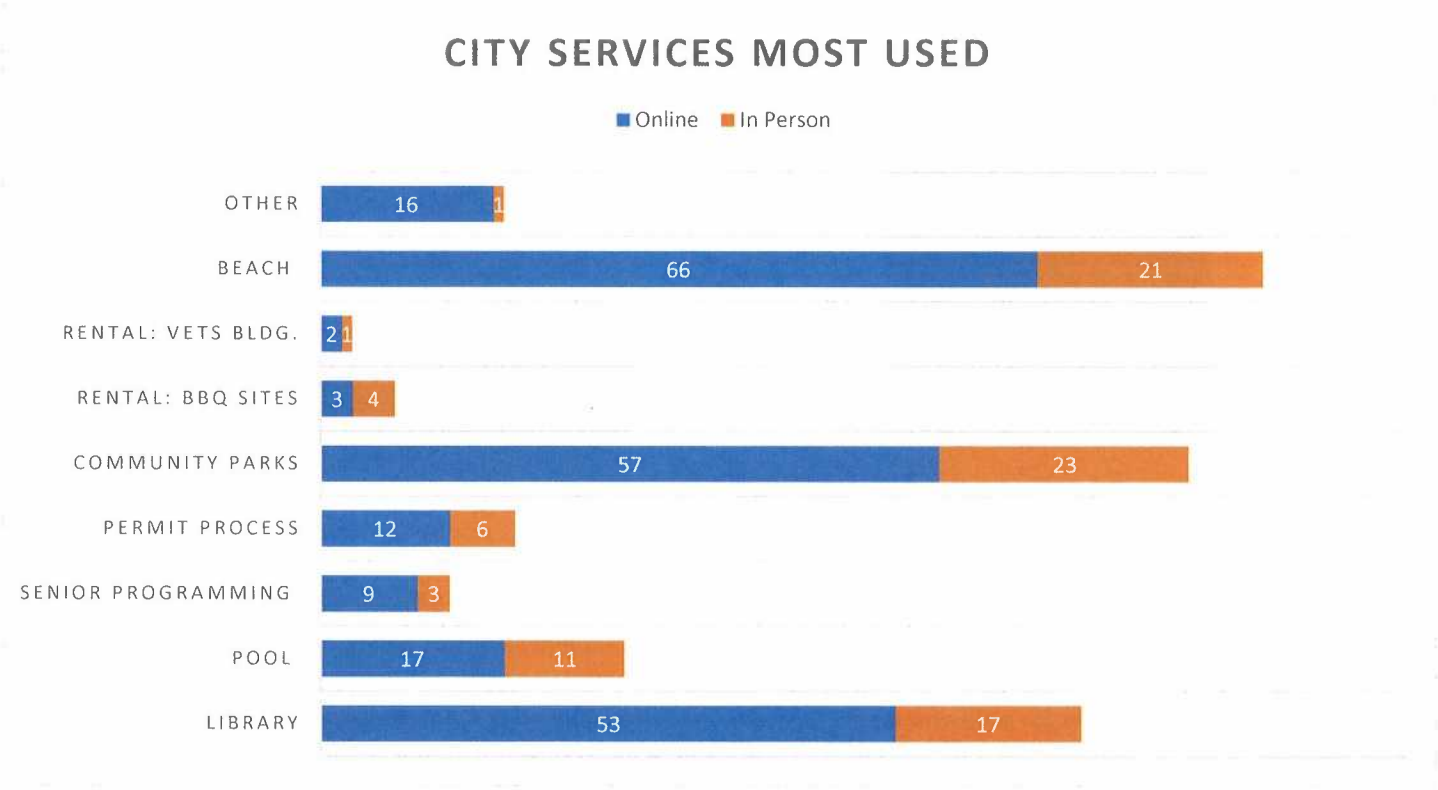


SERVICES

3. Which City services do you use the most? (Select multiple options)

- ☐ Carpinteria Community Library
- ☐ Pool
- ☐ Senior Programming
- ☐ Permit process (i.e., business licenses, building permits)
- ☐ Community parks
- ☐ Rental: BBQ sites
- ☐ Rental: Veteran Memorial Building
- ☐ Beach
- ☐ Other:

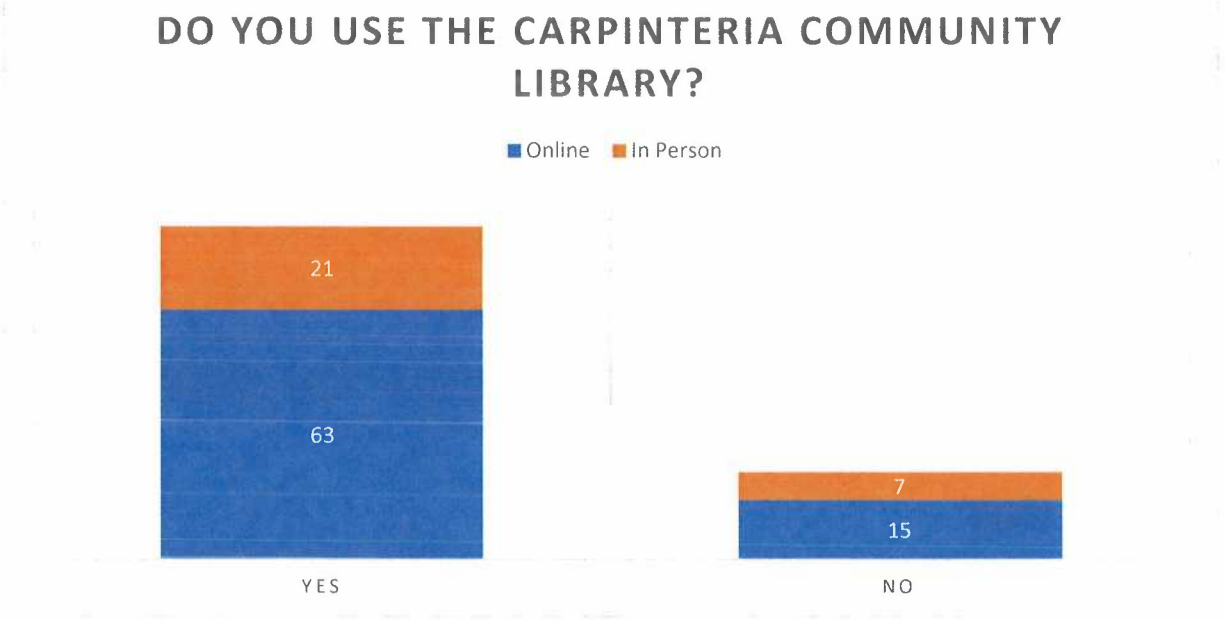
Roads, bikeways (3); sidewalks/streets; shops, e-waste(2); trails(3); bluffs(2); pickleball courts;



4. Do you use the Carpinteria Community Library?

☐ Yes ☐ No (If not, why not?)

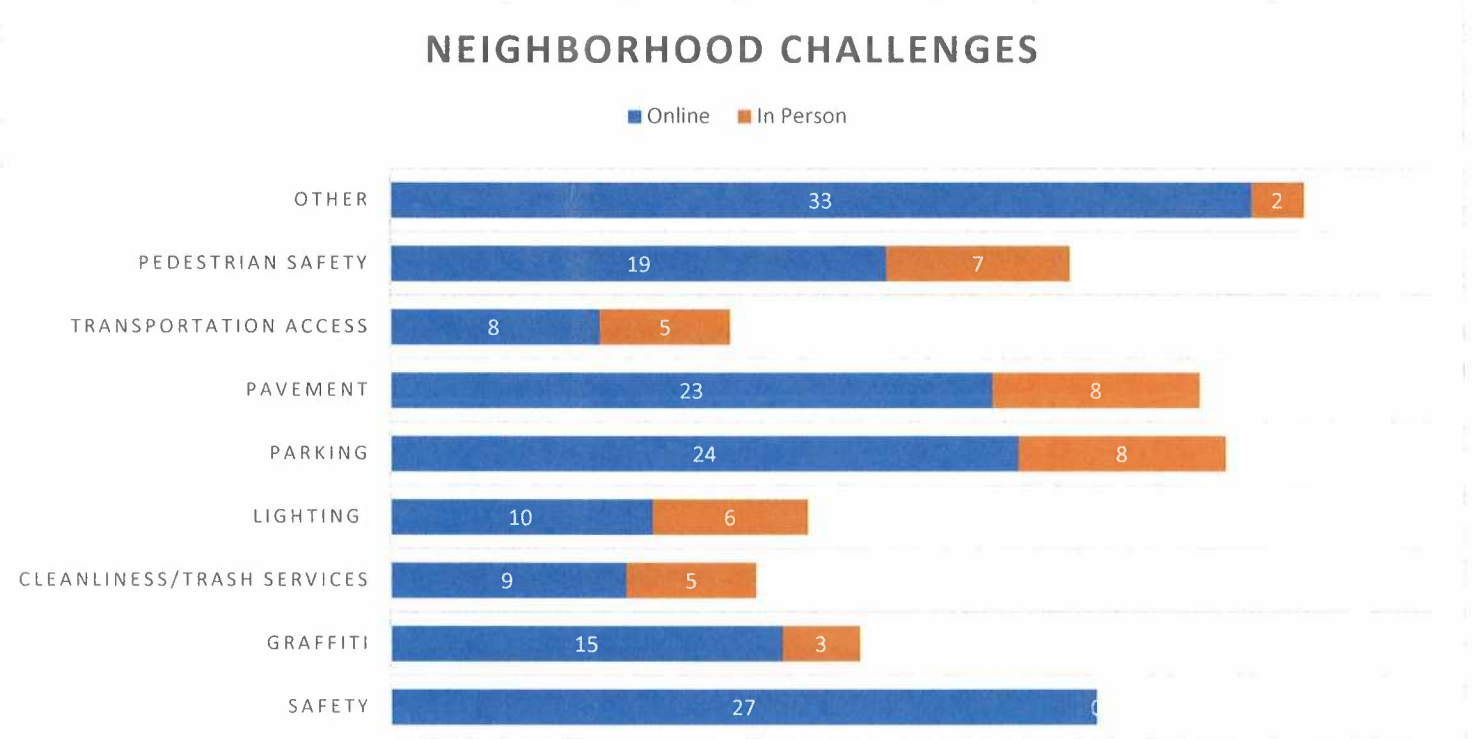
Didn't have time to go yet, but I will! not much of a reader; not familiar with new system, no programs for my kids' ages on days that work; haven't needed to go yet; ***Don't read much; Have big library of my own; I don't use it that often because I have the internet and ChatGPT; I get books from people I know; I'm a very part time resident; It's on the bucket list; no card; No info - not promoted; No need (5);The hours aren't convenient for me; World Wide Web***



5. What are the biggest challenges in your neighborhood? (Select multiple options):

Freeway overpass going to aliso from memorial park; homeless(5); cars speeding on Carp Ave, added traffic on carp Ave since completion of new exit; cleanliness at beach; shuttle downtown; cleanliness of sidewalks; need pedestrian lights at mi fiesta market corner; Equity in schools (CUSD/CMS); shelter (temps emergency weather); more community events; ***Lack of sidewalks throughout downtown for safe and accessible walking/wheelchairing; Gentrification; Loss of community with growing number of second homes and absentee ownership; Poor road conditions on Via Real; Vacant houses (loss of revenue); Owners not cleaning up after their dogs; People not following laws/regulations (e.g., walking bicycles across footbridge); Need more landscaping in parkways; Places to let my dog run and play; MAGA neighbors; Illegal car camping, recycling bin harvesting; Occasional theft by outsiders; vector control & unkempt open public spaces within the housing community - 6th street; No safe sidewalk on Cravens Lane; Dredging making the ocean too dirty to use; Bike safety; Mow and blow gardening services too much, too loud; Density of multiple families per residence; The noise pollution of the freeway. More trees planted near the freeway would buffer the noise; Dog poop on the sidewalks continually!; Bicyclists not adhering to rules of the road such as riding inside the bike lanes, single file, and stopping at stop signs; Lack of enforcement of vacation rentals, too many unlicensed rentals, and resulting lack of housing for persons working in this community; Shuttles for the elderly; Cars drive too fast***

- ☐ Safety
- ☐ Graffiti
- ☐ Cleanliness/trash services
- ☐ Lighting
- ☐ Parking
- ☐ Pavement
- ☐ Access to public transportation
- ☐ Pedestrian Safety (e.g., crosswalks)
- ☐ Other:



6. What City services or resources would you like to see more of in your neighborhood?

KUDOS: *city is doing a great job!; . looking forward to the skate park;* ***It's all good in my local neighborhood; services are good at this time;***

General Government

evacuation/emergency preparedness plans (2); senior services (4); teen services; more community bulletin boards; ***regulation of e-bikes; more effective bilingual law enforcement community liaison; More police patrols (6); More community events to build relationships with neighbors; Monitoring vehicle traffic; More communication about what is available in the city; Knowledgeable and more helpful Sheriffs in civil matters; Community events;***

Community Development

Maintain existing planning without violating current height and density; Police - citations for bikes and scooters on sidewalks; design guidelines; Parking management and enforcement (4); Code enforcement; more parking; enforce the short-term rental ordinance & tax second homes(2); Code enforcement of overcrowded houses;

Parks & Recreation

community gardens, dog parks; ***permanent pickleball courts/ more open play pickleball; Dedicated dog park (5); The beach and the care for our beach has gone downhill in the last five years. It's no longer regularly combed, the berm stays up through most of the year making it hard to access, and all of the dumping has made the water much less enjoyable as well as dark melt and sometimes dangerous due to debris; Parks and Trails; Recreation programs for adults; park***

Public Works & Facilities

Bike Lanes(2); ***Cycling safety****; pavement(5), road repairs; build out sidewalks on 8th and 9th streets; traffic (speeding) controls;* ***street repaved not just slurry coated; trash cans for the visitors walking in the area; cleanliness and repairs of sidewalks(3); Street sweeping is not effective because residents don't understand the schedule and park on the street and the sweeper can't do their job.; Better signage for stores off the main road; Better sidewalks along more traveled streets such as Holly Avenue from Fifth to Seventh street and Eight and Seventh between Holly Ave and Linden Ave.; Maintain trees(2);tree planting, publish the city's prioritized list of road improvement projects; Landscaping (2) in parkways; Carpinteria Ave is just dirt, dog poop, and graffiti lazily covered up; Better way to compost- there should be a separate "trash" can for compost; Fix pot holes on Via Real; Pick up of large items left in front of individual homes; Sidewalk extension on Palm; creek restoration; speed control on Palm Ave; environmental - no pesticides; Recycling machines like in Japan.***

OTHER

open Aliso playground to the public; city shuttle (6); homework help for kids, beach cleanup; a coffee shop; more Wi-Fi spots (2); ***Affordable housing; Senior Shuttles; more transportation for seniors; Protection of the small diverse beach town essence that is Carpinteria; More Robust Tenants Rights; Public transportation(2); better bus service; Children's summer programs; More housing; Would like to see the new 19x bus line go out to Bailard Ave. Really want to see improvement in the local schools. Teachers aren't paid enough and we have high turnover of teachers and principals; Low income housing; Vector control and weed abatement - 6th street; Rent control like Pasadena just passed; Build the train hotel!; Local mental health services.***

7. What are your concerns regarding housing? (Select multiple options)

NIMBYism. We need more inventory that is thoughtfully planned. Too Many people against building; houses getting too big; workforce housing; housing availability for seniors; developer driven permit building; ***Overdevelopment (2); Preserving neighborhoods; Sensible infill development not imposed by County or State; Balancing quality of life and high-density affordable housing; Development in agricultural boundary areas;Badly maintained apartment buildings; Too much affordable housing building; The unhoused; State government overriding self-government; Slum lords; High density, too many vacation rentals, lack of parking, conversion of prime agricultural land, crowded beaches, crowded trails; Rent control; Gentrification and lack of low-income housing; Protection from griftersl; Mass production of high-density housing; The amount of essentially vacant second homes; Better planning; Lack of long-term rentals due to STR conversions; Keeping monthly mobile home fees low for seniors***

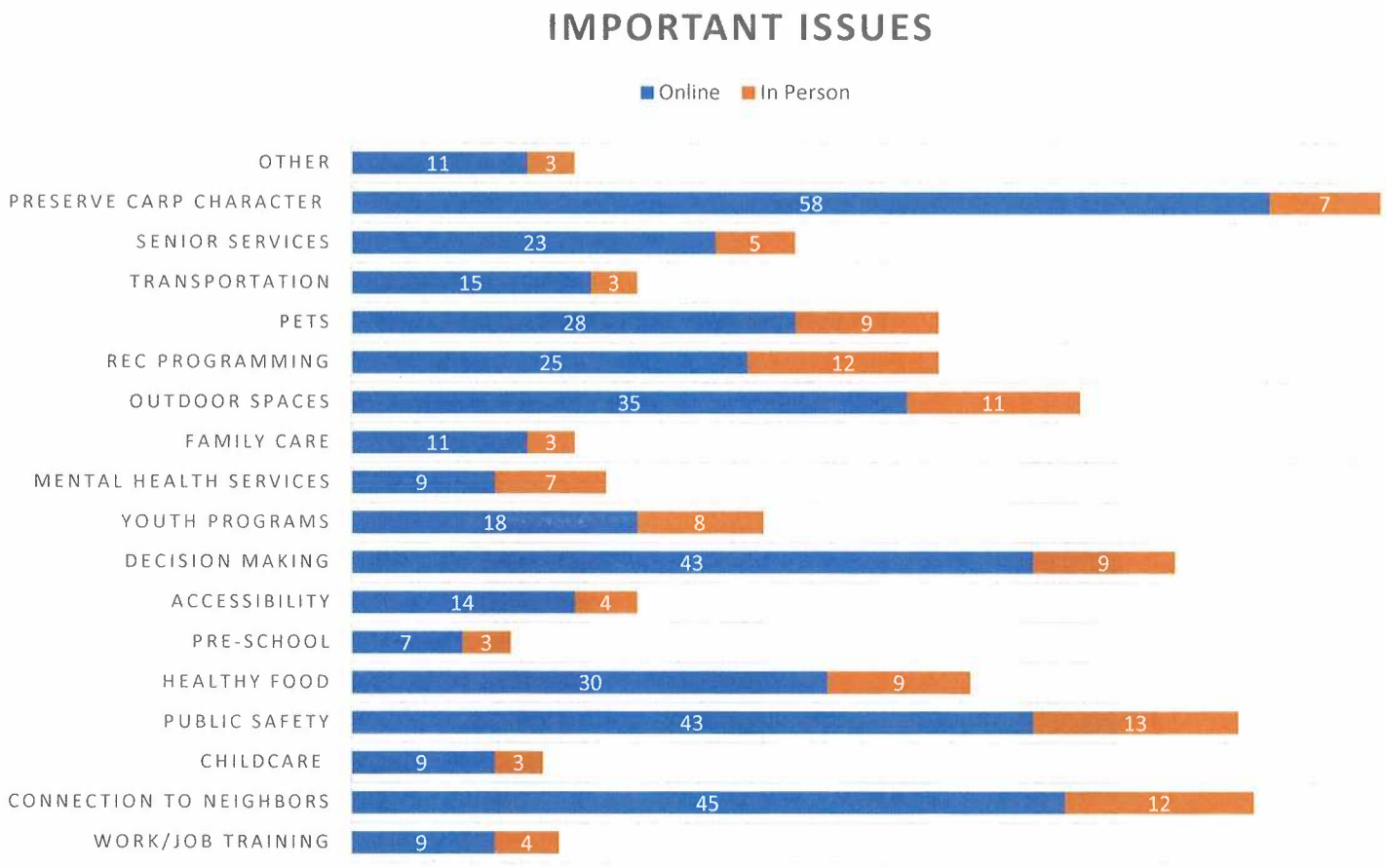
- ☐ Affordability (23)
- ☐ Housing market availability (12)
- ☐ Other: (3)



8. Which issues are important to your household? (Check all that apply)

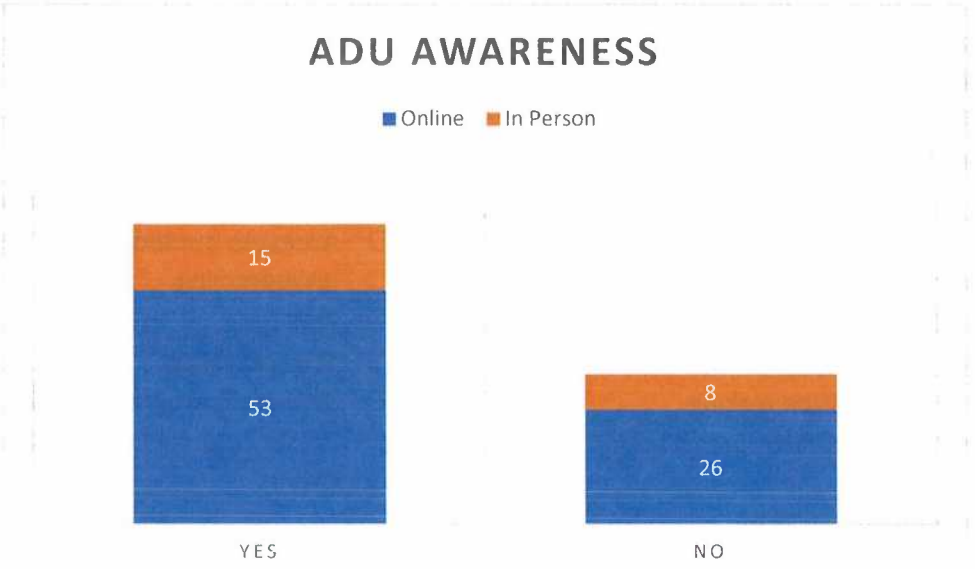
Equity Education for Latino/Spanish-speaking residents; slow growth; quality afterschool or summer programs for youth (in Summerland); ***Homeless overtaking bike path/creek; Off-leash dog park; Ability to live AND work in Carpinteria; Maintaining basic City services; Architectural design reflecting Carpinteria's history and heritage; Keep Carpinteria from becoming like other overbuilt coastal towns; Bailard Farm becoming an educational center for youth on sustainable living and regenerative farming***

- ☐ Work/Job training
- ☐ Feeling connected to neighbors
- ☐ Childcare
- ☐ Public safety
- ☐ Cost/Access to healthy food
- ☐ Quality of affordable pre-school
- ☐ Accessibility for people w/disabilities
- ☐ Involvement in local decision making
- ☐ Quality after-school or summer programs for youth
- ☐ Access to mental health services
- ☐ Caring for a family member who cannot care for themselves
- ☐ Access to safe outdoor spaces
- ☐ Access to outdoor/indoor recreational programming
- ☐ Pets
- ☐ Transportation
- ☐ Services & programming for seniors
- ☐ Preservation of Carpinteria character
- ☐ Other:



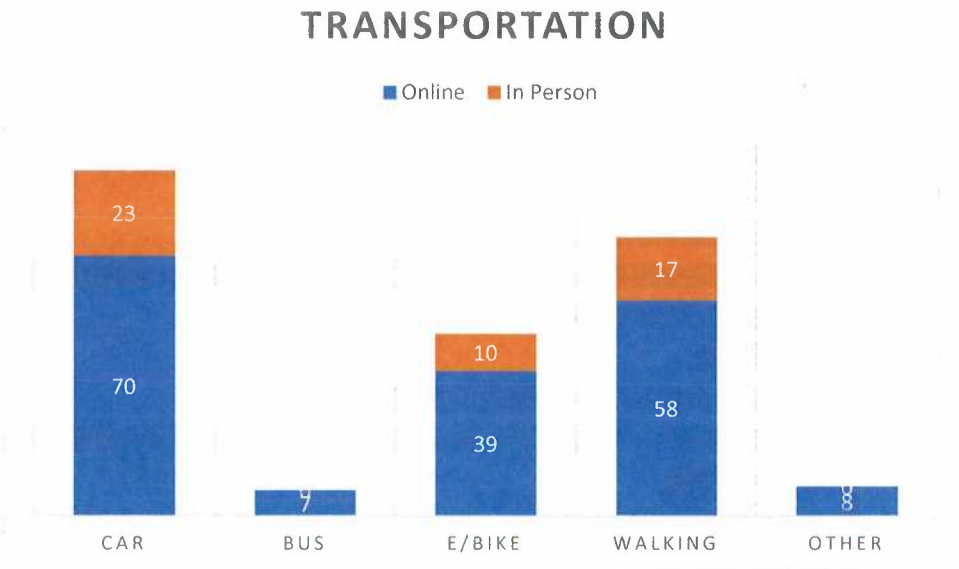
9. Are you aware of Accessory Dwelling Units (ADUs/granny flats) and how to get more information on how to build them? For more information call the City's Community Development Department (805-755-4410)

☐ Yes ☐ No



10. What is your main mode of transportation? Check all that apply.

☐ Car ☐ Bike/e-bike
☐ Bus ☐ Walking
☐ Other: (e.g., train, HELP of Carpinteria) *Would bike if it weren't for all the beaten path via real to casitas pass;*

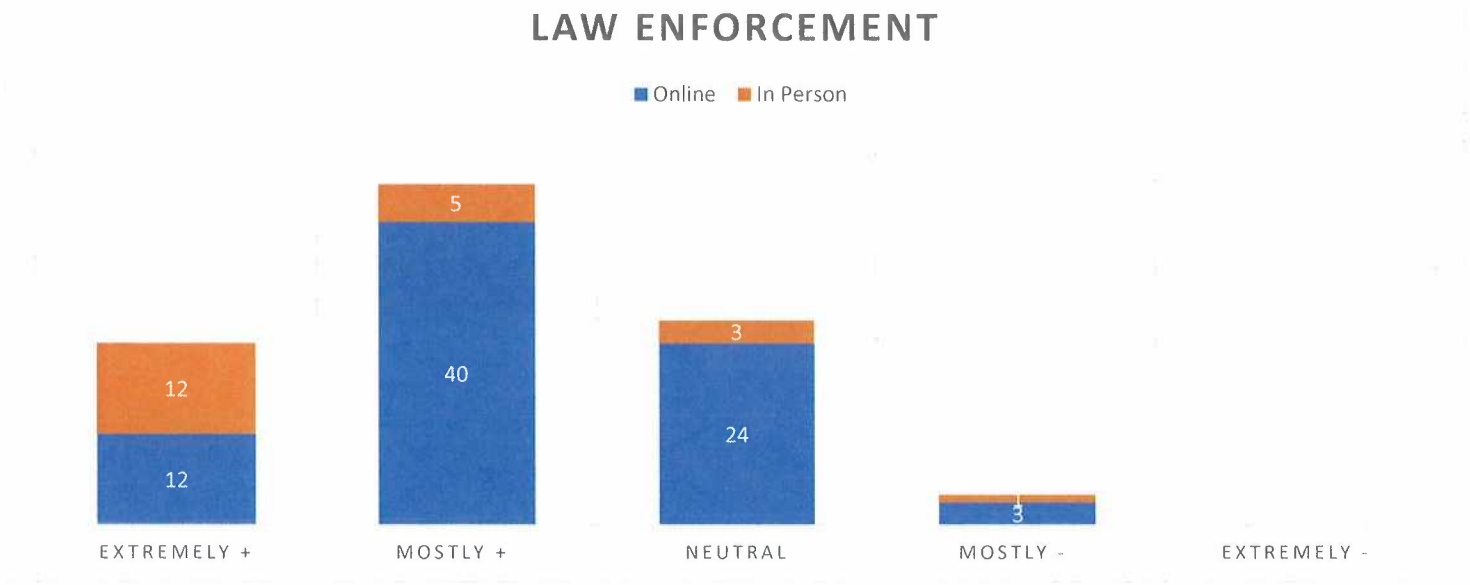


11. What type of public transportation would be helpful to you? *Bike Paths; improved train services; city shuttle; car; shuttle; bus; shuttle; beach van-parking is impossible in summer; carp bus; shuttle services; handicap capable; seaside shuttle with pick up at mobile home parks; smaller bus; None*

Seaside Shuttle (17)including access to Sandpiper MHP and Bates Rd communities, Bus (4);Train (4);Contiguous bike paths(2); More frequent train service to Santa Barbara and Montecito (3); Local commuter buses (2); More options/faster routes for getting to airports, downtown Santa Barbara/Goleta; ; HELP; Door-to-door bus; Restart the Seaside Shuttle, Construction-free freeway; Taxi; Metrolink Trains; Better bus routes to SBCC; Shuttle to Rincon Beach; more frequent bus routes; More reliable/accessible Ubers/Lyfts

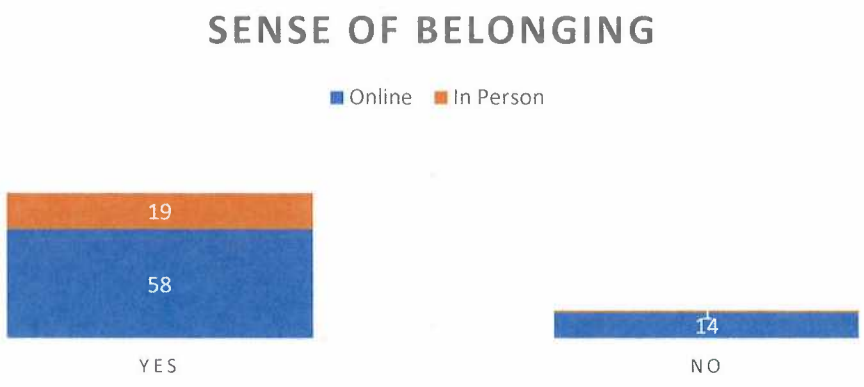
12. How would you rate your overall perception of law enforcement in our community?
are they present? extremely expensive 70% of budget? REALLY?

- ☐ Extremely positive
- ☐ Mostly positive
- ☐ Extremely negative
- ☐ Neutral
- ☐ Mostly negative



13. Do you feel that you and/or your family are a part of the larger Carpinteria community? If not, why not? *Yes, overall but it can be intimidating to be new to this community and not feel judged for being a 'transplant'; amazing city council leadership; 'definitely not'; yes, sometimes; hard with affordable housing decreasing and community members being pushed out and stressed*

- ☐ *Yes*
- ☐ *No*



Positive: ***Yes, because I participated; Yes, but I do not feel that the City leadership and management are working to address issues in our community and neighborhood.; Yes, but less and less as it seems to be changing; Yes, lived here for fifty years; Yes, love the feeling of neighborliness in Carpinteria.; Yes, my family has been here 150yrs.;Yes, through involvement with Carpinteria Beautiful; Yes, through nonprofit organizations; Yes, very much so.; Yes, we volunteer for various orgs in town; Overall yes, however I don't like when national politics spill over and influence people to make local decisions that have nothing to do with what the town actually would benefit from, and instead furthers some political party agenda. We need to support ALL of our residents, and I know that sometimes that means decisions I wouldn't necessarily like; I feel quite connected;***

Negative:

As a small business owner without access to affordable office space, I'm forced to work from home which is isolating and prevents me from interacting with the community as much as I'd like to. Also, as a tenant, I feel a sense of precarity; it's hard to really settle in with the idea that I could be evicted without cause.; Getting to know people is challenging; I don't know what the "larger Carpinteria community" is.; In an apt. Complex. People not social.; Moved here during the pandemic so a very slow start to making it feel like home and making friends; No. Moved here during pandemic and have not yet made the effort; No, due to lack of recognition of the LGBTQ community; No, hard to meet community members; No, working retired; No. Need more senior activities; No. It feels real cliquey; Not really. It's annoying that I read about the chalk art event in this month's newsletter but didn't know about it beforehand. My kids would've liked it; Sort of. Been here 3 years and find many locals are not welcoming. They're friendly but have their own cliques and don't let anyone in; The Community has changed. Many people have had to move away. Newcomers are not community minded.;

Neutral:

Somewhat; Somewhat but too many vacation rentals and empty second homes.; Sometimes; We are introverts.; Yes and No. Yes, I can get involved and I care about the town in general. But often the decisions are already in place and no matter my (or others) opinion, they won't change.

ATTACHMENT C

Thank You to Everyone who came out for our event

TOGETHER WE THRIVE

Gracias a todos los que vinieron al evento

JUNTOS PROSPERAMOS



We appreciate all the District 1 and 2 residents who came out to meet their City Council representative and to everyone who participated in our first community resource and engagement fair.

Agradecemos a todos los residentes de los Distritos 1 y 2 que vinieron a conocer a su representante del Concejo Municipal ya todos los que participaron en nuestra primera feria de participación y recursos comunitarios.

"I DIDN'T ATTEND THE EVENT, BUT I'D LIKE TO SHARE MY THOUGHTS ABOUT CARPINTERIA"

Please take our short survey.

"NO ASISTÍ AL EVENTO, PERO ME GUSTARÍA COMPARTIR MIS PENSAMIENTOS SOBRE CARPINTERIA"

Completa nuestra breve encuesta.

Carpinteria Children's Project
Proyecto de Niños de Carpinteria
HopeNet
50 girls inc.
CERT COMMUNITY EMERGENCY RESPONSE TEAM
CARPINTERIA COMMUNITY LIBRARY
Alcazar THEATRE
LISTOS

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
August 28, 2023

ITEM FOR COUNCIL CONSIDERATION

Annual Report on implementation of the City's Sustainable Community Policy.

STAFF RECOMMENDATION

Receive and file the Annual Report on the City's Sustainable Community Policy (Resolution No. 5500).

Sample Motion: I move to receive and file the Sustainable Community Policy Annual Report.

BACKGROUND

In 2014, the City of Carpinteria identified environmental stewardship, economic strength, and social equity as priorities through the adoption of Resolution No. 5500, the Sustainable Community Policy (Policy). The objective of the Policy is to incorporate practices into all aspects of City business that promote environmental stewardship and social justice while also taking into account economic vitality.

The Policy includes four main goals to assist the City in developing sustainability work plan items annually; guiding future policy and development goal setting in order to integrate sustainability principles into the City's decision making processes and budgeting; educating City employees to empower them in implementing sustainability initiatives through their jobs; and to initiate and lead collaborative sustainability initiatives and communicate efforts to residents and business owners and operators, becoming a resource to the community

The purpose of this agenda matter is to provide a progress report on implementation of the City's Sustainable Community Policy.

DISCUSSION

State and Regional Collaboration

The City continues to participate in multiple state and regional programs that cover a broad range to topics and are explained in more detail below. Participation in these groups is critical to furthering sustainability goals in a manner that provides regional policy consistency and legislative advocacy.

Santa Barbara Regional Climate Collaborative: The Collaborative is a network of public agencies, non-profit and for-profit groups, and community-based organizations that aim to combat climate change through work in the local Santa Barbara area. The Collaborate consists of a Steering Committee and multiple subcommittees[1]. The work of the Collaborative aims to identify regional climate adaptation and mitigation priorities, planning strategies, information sharing/research needs. The Collaborative also advocates for regional initiatives and support at the state and federal levels. Examples of initiatives of the Collaborative that the City is currently participating in include the Building Electrification Reach Code Working Group, the Resilience Hub grant collaboration with Girls, Inc, the County of Santa Barbara, and other stakeholders, and a monitoring grant acquired by the City of Santa Barbara and the Beach Erosion Authority for Clean Oceans and Nourishment. The City's Environmental Program Manager, Erin Maker, represents the City on the Collaborative and is the current Chair of the Steering Committee.

Beach Erosion Authority for Clean Oceans (BEACON): BEACON is a Joint Powers Authority established in 1986 to address coastal erosion, beach nourishment and clean oceans along the Central California Coast from Point Conception to Point Mugu. The member agencies of BEACON include the Counties of Santa Barbara and Ventura as well as coastal cities in those counties, including Carpinteria. The BEACON Board is made up of two Supervisors from each county and one council person (at this time Councilmember Solarzano represents the City) from each coastal city for a total of ten. BEACON also has a technical Science Advisory Committee, which reviews how science research and data collection can be improved, enhanced and expanded to increase alignment with and better inform decision-making of its member agencies. The Science Advisory Committee focuses primarily on the topics of regional sediment management (RSM), coastal resource and ecosystem management, and regional climate change and sea level rise (SLR) adaptation planning.

Central Coast Community Energy (3CE): 3CE is a community choice energy organization that was established to source clean and renewable electricity at competitive prices for customers throughout Monterey, San Benito, San Luis Obispo, Santa Cruz, and Santa Barbara counties. 3CE is locally controlled and governed by

[1] Currently there are six subcommittees including the Clean Energy Assurance subcommittee, Equity Advisory and Outreach subcommittee, and Sea Level Rise Adaptation subcommittee. The subcommittees identify topic-specific challenges requiring regional collaboration, engage stakeholders and conduct in-depth analysis, and recommend policies and projects for the Collaborative to pursue.

board members who represent each community served by the agency. The City shares a seat on both the Policy Board (Councilmembers) and Operations Board (City Administrators or their designees) with the City of Goleta through a Memorandum of Understanding (MOU). The MOU is structured so that each agency holds on active seat at all times, with the other City acting as the alternate. Currently, the City of Carpinteria holds the active seat on the Policy Board, with Councilmember Nomura fulfilling the duties of that role, and the alternate seat on the Operations Board. This position rotates every two years.

Santa Barbara Air Pollution Control District (APCD): The APCD implements programs that focus on improving air quality and reducing sources of toxic air pollution, as well as conducting air quality monitoring at locations throughout Santa Barbara County. APCD also administers several grant and incentive programs, including programs for electric vehicle supply equipment (EVSE) and the Landscape Equipment Electrification Fund (LEEF) provides incentive funds for businesses, public agencies, schools, and non-profits to trade in their gasoline/diesel landscape equipment for electric equipment. APCD's Board consists of each of the five county supervisors plus a city council member from each of the county's eight incorporated cities. Mayor Clark currently represents the City on the APCD Board. More detail on City work with APCD is included under Electric Vehicle Infrastructure.

South Coast Youth Safety Partnership (SCYSP): The mission of SCYSP is to improve and support the safety and quality of life for youths, their families, and the community by improving communication and coordination with government agencies and non-profit organizations who are engaged with providing services and programming to local at-risk youth. The Policy Team of SCSYP includes representatives from school districts, non-profit organizations, and law enforcement, as well as City administrators and councilmembers. Currently the City Manager, Dave Durflinger, and two Councilmembers, Councilmember Solarzano and Councilmember Alarcon, represent the City.

Santa Barbara County Association of Governments (SBCAG): SBCAG is a regional planning agency comprised of Santa Barbara County and all eight incorporated cities within the county. Currently Mayor Clark represents the City and its interests on the Board. SBCAG distributes local, state, and federal transportation funds and acts as a forum for addressing regional and multi-jurisdictional issues, including traffic, housing, air quality, and growth extend beyond jurisdictional boundaries. SBCAG has several divisions, including Programming, Planning, and Traffic Solutions. More detail on recent work with SBCAG is provided under City Operations

Groundwater Sustainability Plan Advisory Committee (GSPAC): A City representative serves on the Carpinteria Sustainable Groundwater Management Agency's GSPAC to provide input on the drafting of the Groundwater Sustainability Plan, which will guide the

Carpinteria Groundwater Sustainability Agency[2] in developing and maintaining a sustainable water supply in the Carpinteria Valley in the long term. This will be achieved through a mix of water supply projects and conservation efforts, as detailed in the draft GSP.

Santa Barbara Green Businesses Program (GBP): The Green Business Program is part of the California Green Business Network, which encourages businesses to become certified by achieving a number greenhouse gas emission reduction measures. Certified Green Businesses voluntarily follow best practices for energy and water conservation, pollution prevention, waste management, toxics reduction, employee commute, and education. The City is a voting member on the Steering Committee.

In addition to those mentioned above, City staff participate on multiple other regional programs and projects, including regional alternative transportation committees led by Santa Barbara County Association of Governments (SBCAG), regional solid waste program coordination, and groups for transportation and building electrification led by the Central Coast Community Energy. The City is also an active member of several statewide organizations, including the California Storm Water Quality Association and the Local Government for Sustainable Energy Coalition. Participation in organizations like those mentioned above allow the City to further its sustainability goals while regularly advocating for the needs of the community. In addition, many of these collaborations have directly led to funding opportunities in the form of grants and incentives for City projects.

Economic Vitality

Policy: The City of Carpinteria will support and encourage a local economy that reflects its unique attributes, including rich agricultural resources, an optimal coastal location and climate for tourism, and a quaint, small town character.

The City has assisted with promotion of local businesses through a number of programs such as the Downtown T Business Advisory Board. These actions have been enhanced recently with grant programs offered to small businesses to assist with pandemic-related purchases that allow the businesses in the Downtown T to continue to operate while alleviating some financial burden. The Council is also currently considering establishing a program to permanently allow parklets in the public right-of-way located within the downtown core, and recently adopted an ordinance regulating the establishment of formula businesses throughout the City. These efforts help to protect and promote small businesses that are key to the small beach town character of Carpinteria's downtown.

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[2] The Carpinteria Groundwater Sustainability Agency governance structure includes a Board made of the five Carpinteria Valley Water District Board members and optional Director seats for the City of Carpinteria and counties of Santa Barbara and Ventura.

In recent years, the City has also established a Community Garden to allow access to gardening space for the community, and supported the development multiple alternative transportation and open space items, including multi-use trails (the Palm to Linen Trail, the Rincon Trail, Santa Claus Lane Multi-Use Trail and reopening of the Franklin Trail), a draft Bicycle Master Plan, and the construction of new sidewalks and bike lanes to coincide with other development and transportation projects.

Staff works closely with project applicants, business owners, developers, and property owners to encourage new businesses and job opportunities. Through working with companies such as LinkedIn and Procore on large tenant improvements as well as smaller local companies such as Sunburst Wine Bar, the Community Development and Public Works departments have the opportunity to support small businesses while improving transit corridors through sidewalk infill. Additionally, the Policy encourages supporting projects that improve off-season tourism such as new and redeveloped hotel projects, of which there are several currently in review, and preserved open spaces to support economic vitality.

The General Plan/Local Coastal Plan update incorporates measures that focus on long-term viability. As part of the Sea Level Rise Element, the Sea Level Rise Vulnerability Assessment and Adaptation Project was completed in 2019, which has led to initiating the development of the Dune and Shoreline Management Plan, which was completed in 2022. These planning documents are critical to protecting the health and wellness of the community while also promoting economic development.

Environmental Stewardship

Policy: The City will be a leader of environmental stewardship by reducing its consumption of finite resources, diverting material from landfills through reuse and recycling programs, and promoting the same to the Carpinteria community. The City will identify important local environmental resources, plan for, implement and support efforts such as the storm water management program and the creeks preservation program, to ensure that they thrive. The City will work with other public agencies, private utilities and non-governmental organizations (NGOs) to reduce local energy consumption, use more renewable energy sources, and protect and restore important local habitats.

Environmental Stewardship includes the programs housed in the City's Sustainability and Environment Division: Resource (Energy) Conservation, Solid Waste, and Watershed Management.

Resource Conservation

- Greenhouse Gas (GHG) Emission Reduction: In 2020, Central Coast Community Energy (3CE) conducted a sector-based baseline GHG inventories for all of its member agencies, including the City (Figure 1). The 2020 GHG inventory shows that

transportation is the largest sector contributing to emission in Carpinteria, which is consistent with statewide emissions.

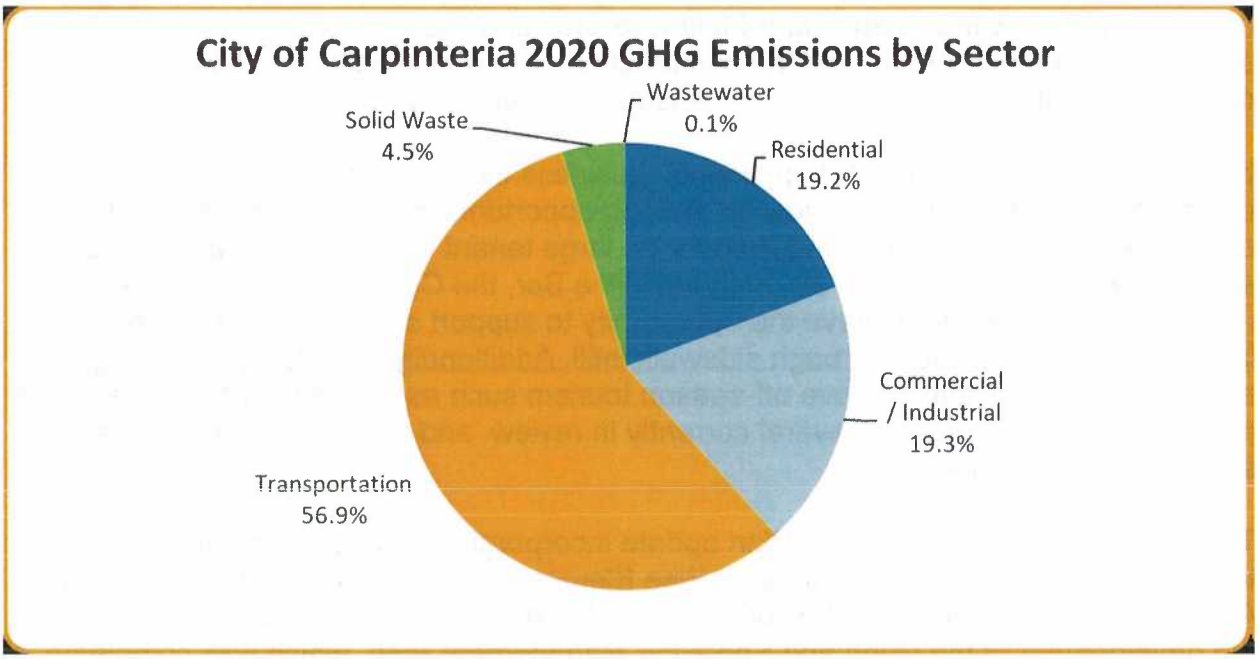


Figure 1: City of Carpinteria 2020 GHG Emissions by Sector

Using the baseline year of 2005, the 2020 GHG inventory was compared to 2005 levels. In that 15 year time span, the total GHG emission reductions across all sectors were equal to 19%, as shown in Table 1.

CO2e Emissions by Sector	Residential	Commercial/Industrial	Transportation	Solid Waste	Wastewater	Total
2005	15,209	19,077	59,596	5,678	58	99,618
2018	13,947	18,241	52,986	4,260	58	89,492
2019	13,203	12,003	52,235	4,097	57	81,595
2020	15,423	15,464	45,613	3,643	57	80,200
% change 2005- 2020	**1%**	**-19%**	**-23%**	**-36%**	**-2%**	**-19%**

Table 1: Carpinteria 2005-2020 Community-wide GHG emissions (Metric Tons)

As shown, this decrease is the result of emission reductions across primarily three sectors: commercial/industrial, transportation, and solid waste. It is important to note that while analysis of GHG inventory data can identify the amount of change this type of analysis does not specifically identify the factors that contribute to the changes and their level of contribution.

Renewable/Resilient Energy
In 2019, the City Council adopted the Strategic Energy Plan (SEP), a roadmap for developing additional renewable energy and increasing the reliability of existing energy. Shortly after, the City Council elected to join 3CE, a community choice energy organization in order to allow for more local control of electric power procurement and development of local programs that enhance energy efficiency while reducing GHG emissions. 3CE offers building electrification and ESVE programs for residents, businesses, and municipalities that offer both financial incentives and planning assistance.

The City is also participating on a joint request for qualifications/request for proposals with the Carpinteria Vally Water District for solar energy and battery storage at City facilities, and exploring entering the Sustainable Community Network, a program that provides solar and battery storage financing to residents in an equitable manner to encourage greater installation of distributed energy resources in the City, which is a proposed resiliency measure in the City's SEP. Additionally, the City has been working to streamline permitting for rooftop solar and electric vehicle infrastructure, which assists residents in participating in these programs.

Electric Vehicle Infrastructure
The City continues to implement programs to meet emission reduction targets. Since 2020, the City has acquired more than $62,000 in incentives from 3CE and a $19,500 Clean Air grant from the Santa Barbara Air Pollution District to purchase and install Level 2 electric vehicle charging stations at three locations throughout the City. In addition, the City participated in Southern California Edison's Charge Ready program, which provides "make ready" infrastructure for EVSE. By mid-September 2023 the City will have a total of sixteen new charging ports available for the public. The City has recently enrolled in 3CEs "Charge Your Fleet" program which assists member agencies in planning for future EVSE, including vehicles and chargers, as well as reserved funding for the purchase and installation of a Direct Current Fast Charger (DCFC). The City will continue to seek out funding for future EVSE projects, which not only assist in reducing transportation emissions locally, but also have potential to bring visitors traveling through Carpinteria into the downtown that may frequent local shops and restaurants while they wait for their vehicle to charge.

City Operations
The City recently approved the purchase of a electric street sweeper, which will further reduce transportation emissions and could increase street sweeping efficiency. By controlling the operations of local sweeping activities, the City can adjust schedules at certain times of the year when there may be more litter along curblines, as well as increase parking restrictions during sweeping operations.

Public Works has been replacing gas-powered equipment with electric options when available over the course of the last several years, including chain saws, leaf blowers,

and trimmers. Electric powered equipment is often quieter than the traditionally gas-powered versions, and in many cases is also safer.

The pavement rehabilitation of City streets continues to incorporates a sustainable pavement method called full depth reclamation (FDR). The FDR method is a recycling method where all of the existing asphalt pavement section and a predetermined amount of underlying materials are recycled and treated in place to produce a stabilized aggregate base course. Overall, the FDR method reduces GHG emissions by reducing the amount of trucks used to export and import of pavement materials.

In spring of 2023, the City partnered with SBCAG to pilot a Commuter Benefits Program for City staff to encourage alternative transportation, including carpooling, biking, and taking advantage of transit opportunities, including bus and rail. The initial pilot period began in March, and the City is working to launch a pilot policy through this partnership, with SBCAG offering some funding for the initial program launch. Commuter benefit programs have been shown to change the behavior of employees that use them as well as members of their households

Other ways City operations are reducing GHG emissions as well as paper waste is through drafting a teleworking policy, switching to electronic submittal and distribution of plans, forms, and meeting agendas across departments, and adopting a comprehensive purchasing policy that includes environmentally preferrable purchasing.

Solid Waste Reduction

In recent years, there has been a trend towards higher amounts of single-use products entering the waste stream. This issue peaked during the height of the pandemic, when even single-use plastics that had been on the decline became widely used for health and safety reasons.

Extended Producer Responsibility
Recycling markets for single use items, especially lower quality plastics, have been declining in recent years. Currently, aluminum, cardboard, and clean-mixed paper are the most stable recycling markets; while #3 through #7 single-use plastics are increasingly difficult to find end uses for. City Council has adopted several Extended Producer Responsibility ordinances to reduce at the source certain single-use items such as polystyrene foam, plastic utensils, and grocery bags. City policy also supported the transition from plastic to burlap sand bags. While they have a shorter life span, sand bags are an item that is often left exposed to the elements, and the plastic ones degrade into smaller pieces of plastic, while the burlap will fully decompose over time, eventually turning back into soil.

The City has been working to reengage businesses and bring them back into compliance with the City's waste reduction policies, and in September a Civic Spark Fellow will begin working in the Sustainability and Environment Division with the primary

objective of working directly with businesses and residents to encourage the reduction of single use products, as well as compliance with the prohibitions of single use plastic-ware and expanded polystyrene foam.

Recycling
Both residential and commercial recycling rates were increasing prior to the receding of recycling markets several years ago. To ensure items can be recycled, staff continues to work with the City's solid waste franchisee, E.J. Harrison & Sons, and other local agencies in public outreach efforts to inform about the importance of having a clean recycling stream by not placing non-recyclable items in the regular trash bin and keeping the materials clean and dry. E.J. Harrison and Sons has proposed implementing a multi-year plan to accommodate new programs that will encourage proper disposal of waste for multi-family residents while covering their rising operation costs.

Organic Waste
The City has had a robust organic waste diversion program in place for many years. Recent regulations have focused on increasing the diversion of organic materials from landfills through Senate Bill 1383. In coordination with E.J. Harrison & Sons and other local agencies, the City has been working towards meeting those legislative mandates through commercial organic waste programs and launching a food security program called Santa Barbara Food Rescue to connect commercial food producers (i.e. restaurants and grocery stores) with food distribution centers. This is another measure that the CivicSpark Fellow will be working with businesses on to encourage greater participation and less usable food waste.

Litter Reduction Programs
Through public outreach activities such as Creek Week, which this year will begin on September 23, 2023, staff has worked with and supported local volunteers in cleanup activities. The City also continues to partner with Carpinteria Beautiful on a City-wide spring cleanup of streets, parks, creeks, and other public spaces.

Watershed Management

The City falls under the State Water Resource Control Board's Phase II Municipally Separate Storm Sewer System (MS4) Permit. The pollution prevention policies in Resolution No. 5500 cover all aspects of the City's Watershed Management Program, which include Phase II Permit implementation. Those measures include education outreach, runoff reduction measures, good housekeeping at municipal facilities, and improved water quality. All new and redevelopment projects are subject to the City's construction runoff requirements, and projects over 2,500 square feet of impervious improvements must incorporate long term water quality and water supply improvements into designs.

Through its California Storm Water Quality Association (CASQA) membership, a representative participates in CASQAs Phase II Subcommittee, which allows the City to advocate for itself and other small municipalities as the State Water Resource Control Board works on a new draft Phase II permit, which will include Trash Implementation and Asset Management requirements for all municipalities. This has potential to greatly increase the burden on municipalities to meet the regulations. City staff will continue to actively participate through CASQA to ensure that adopted regulations protect water quality in a cost-effective manner.

One of the major education outreach events that takes place each year is Creek Week, a week of water quality and habitat educational events. Creek Week is organized by the cities of Carpinteria, Goleta, and Santa Barbara and the County of Santa Barbara, along with local organizations like Explore Ecology. Each year Creek Week begins with Coastal Cleanup Day and runs for one week. Events in the past include tours of local environmentally sensitive habitats, kayak paddles, bird watching walks, evening guest speaking events, and an outdoor movie.

The City also has a training program in place that educates staff on construction site best management practices, spill and response, and how to identify and report illicit discharges, polluted spills that can impact local water ways. All staff that are field operators or visit constructions sites attend these trainings, and approximately 80% of the reports of polluted discharges are from staff.

Community Health, Safety and Wellness

Policy: The City of Carpinteria will develop and maintain a diverse open space, park and recreation system that respects local environmental resources and supports the recreational needs and expectations of the community. The City of Carpinteria will plan for a variety of housing types that are built to leading safety and energy efficiency standards in order to encourage a healthy, socio-economically diverse population and to promote a jobs/housing balance. The City of Carpinteria will strive to ensure community members are able to meet basic needs, have adequate access to health care, education and employment, and have opportunities to enhance the quality of their lives.

While many of the projects and programs listed above achieve those laid out under this policy, the City is incorporating new and updated elements into its General Plan/Local Coastal Plan Update (i.e. Heathy Communities, Circulation, and Open Space/Conservation) that will help guide future development toward improving alternative transportation, expanding access to food and healthcare, and encouraging reductions in vehicles miles traveled through fewer trips and remote working. These elements also include new policies for protecting environmentally sensitive habitats and protecting open spaces. The effort to complete and adopt the General Plan/Local Coastal Plan Update will continue on into the next couple of years.

With the launch of the new City website in March 2020, as well as enhancing and improving the City's social media presence on sites such as NextDoor and Facebook, the goal to implement programs that are internet-based and promote interaction among neighbor's is being achieved. Increasing the City's presence on social media has helped engage the community in the development and review of local plans and projects. With the introduction of remote meeting and webinar platforms, members of the public who previously may not have been able to attend meetings due to various circumstances now have additional opportunity to have their voices heard.

The protection, expansion and enhancement of local open space and recreational areas continues to be a priority for the City. Recent open space acquisitions, including the Bluffs III property for the Rincon Bluffs Preserve and the (former) Mannion property adjacent Carpinteria Creek add to the protected sensitive habitat areas located throughout Carpinteria. Likewise, the acquisition of new public recreational lands and/or easements for public trails in recent years further expand the network of park and recreational amenities available to the public, such as acceptance of the offer of dedication for the (future) Lagunitas Park site; the transfer of the (former) Whitney property from Caltrans to the City for community garden purposes, the easement for the Coastal Vista Trail expansion on Bluffs II behind S&S Seeds; and the continued work being put towards delivering the Rincon Multi-Use Trail Project. Efforts also remain ongoing to plan for and protect our public spaces and sensitive habitats from the threats of climate change, such as the ongoing work related to the Dune and Shoreline Management Plan.

Protecting existing affordable housing opportunities within Carpinteria and expanding the variety of new housing options for all income levels is critical to the economic and social vitality of the community. A number of key work efforts are underway that directly address these goals. The City has recently initiated a suite of municipal code amendments intended to help protect rental housing stock, collectively referred to as the residential displacement prevention or "anti-displacement" measures. Measures are likely to include a "no cause" eviction prohibition ordinance, local rent control for multifamily housing, restrictions on LLC-ownership of second homes, and additional restrictions related to short-term rental housing, among others.

The City has recently also adopted its Accessory Dwelling Unit (ADU) regulations that provide opportunities for households to efficiently and inexpensively create small rental apartments that contribute new dwelling units to the City's housing stock. As part of the ADU program, the City developed and made available for free to residents two pre-designed ADU building plans that can be used to obtain and build an ADU. Relatedly, in response to changes to state housing law and commitments the City is making in its Housing Element Update, additional work is underway to amend City zoning regulations to facilitate increased production of housing, with an emphasis on more affordable workforce rental housing and support for people experiencing homelessness.

In 2020, the Council initiated the formation of a racial equity and social justice program across all levels of City government. This program included an initial assessment, training for Councilmembers and staff, community engagement, and an action plan. The City has completed the initial assessment and training of City staff, as well as a train the trainer program. The intention of this program is to incorporate racial equity and social justice into all policy making decisions and programs of the City.

The Sustainable Community Policy continues to be a roadmap for implementation of City plans and programs. In addition to the items listed above, the City works closely with other agencies such as the California Department of Transportation, Carpinteria Sanitary District, and the Carpinteria Valley Water District to implement projects that will continue to further the goals of the Sustainable Community Policy.

Staff recommends Council receive and file an update on implementation of Resolution No. 5500, Sustainable Community Policy.

POLICY CONSISTENCY

Implementation of sustainability measures is consistent with Resolution No. 5500, Sustainable Community Policy.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. Minimal staff time to prepare the report is included in the Adopted FY 2023-24 Resource Conservation Fund Budget.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

No legal issues have been identified with this report.

OPTIONS

The Council could choose to:

1. Receive and file an update on implementation of Resolution No. 5500, Sustainable Community Policy.
2. Not receive and file this report.
3. Further direct staff as appropriate.

ATTACHMENTS

Attachments A: Resolution No. 5500, Sustainable Community Policy

Staff contact:
Erin Maker, Environmental Program Manager
(805) 880-3415; erinm@carpinteriaca.gov

Signature

Reviewed by:
John L. Ilasin, Public Works Director
(805) 880-3402; johni@carpinteriaca.gov

Signature

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

Signature

ATTACHMENT A

RESOLUTION NO. 5500
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA ESTABLISHING A SUSTAINABLE COMMUNITY POLICY

WHEREAS, the City of Carpinteria has an interest in promoting environmental stewardship, economic strength and social equity as fundamental to a thriving and sustainable community; and

WHEREAS, the City of Carpinteria recognizes a sustainable community as one that conducts its activities in a manner that meets its existing needs without compromising the ability of future generations to meet their own needs; and

WHEREAS, the 1993 President's Council on Sustainable Development was established to recommend approaches for achieving national economic, environmental and equity goals that establish sustainable communities; and

WHEREAS, the City of Carpinteria is determined to prepare for and provide consistent guidance regarding the resiliency of the community in light of evolving economic, social and physical conditions and the potential for significant disruptions from natural and manmade disasters; and

WHEREAS, the City recognizes its role and responsibility under the California Coastal Act to implement priorities through development review and code compliance activities including maintaining and improving public access, preserving and enhancing visitor serving accommodations and preserving unique coastal environmental resources and agricultural land; and

WHEREAS, there are many state and federal regulations that provide guidance to local governments for planning for the long-term health and success of the community in light of finite natural resources and the estimated impacts of climate change including but not limited to Assembly Bill 32, The Global Warming Solutions Act of 2006, The Sustainable Communities and Climate Protection Act of 2008, the 2008 California Public Utilities Commission Strategic Plan, January 1, 2014 updated Title 24 Regulations adopted by the California Energy Commission, the March 11, 2011 California Ocean Protection Council Resolution on Sea Level Rise; and the March 2013 State of California Sea Level Rise Guidance document, which in general guide local regulations to reduce greenhouse gas emissions, address sea level rise and reduce energy consumption; and

WHEREAS, local governments play an important role in reducing greenhouse gas emissions through efficient operation of public facilities and assets, effective land use and transportation planning, integrated waste management, protection of natural habitat and resources, promotion of renewable energy and efficient energy use; and

WHEREAS, the City of Carpinteria recognizes the growing public awareness and concerns regarding climate change and potential environmental and economic impacts that may result in changes to the global climate which may directly impact coastal communities such as Carpinteria; and

WHEREAS, the City of Carpinteria's Mission Statement, adopted January 25, 1993, acknowledges the responsibility of the City of Carpinteria to make judicious use of the City's limited resources to promote the highest possible quality of life for all of Carpinteria's residents; and

WHEREAS, the City of Carpinteria, its Council, Boards, Commissions and staff are dedicated to a culture and actions committed to a high standard of community, environment and economy through its applicable policy and regulations; and

WHEREAS, the City of Carpinteria continually works to develop programs that are consistent with the ideals of efficient resource allocation, environmental consciousness and economic development, including efforts to improve access to recreation and education opportunities and governmental support and services; and

WHEREAS, the City Council, as part of its 2013 Annual Work Program, outlined an approach to develop a Sustainable Community Policy to include three areas of service: Economic Vitality, Environmental Stewardship, and Community Health, Safety and Wellness, providing a structure that supports a variety of important local services from tourism promotion to energy conservation to public safety; and

WHEREAS, the subject policy is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines §§15307 and 15308 as the project consists of actions taken by regulatory agencies to assure the maintenance, restoration, enhancement or protection of the environment where the regulatory process involves procedures for protection of the environment and natural resources. The action would not implement any regulation or physical development and therefore is exempt from environmental review and therefore would not result in any physical changes to the environment. Any future project or amendment to regulatory documents of the City may require independent CEQA analysis; and

WHEREAS, the City Council has reviewed the proposed Sustainable Community Policy, as presented in a staff report on January 27, 2014.

NOW, THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

The Carpinteria Sustainable Community Policy is an initial step that recognizes the need to implement and/or change public programs and services in order to effectively address community interests in the long-term. This policy has been developed in the context of current conditions, including guidance from existing studies, policies and regulations. It is intended to set the stage for effective collaboration and building on existing community efforts to attain sustained positive impacts. The Policy is designed to assist the City in making plans for a future Sustainable Community Element of the General Plan based on the tenets set forth in the policy. It recognizes the importance of community resiliency and is intended to be the impetus for development of strategies that allow the City to adapt to ever-changing environmental, economic, social and physical stressors.

The Carpinteria Sustainable Community Policy also serves as the City's commitment to the community to achieve sustainable outcomes that are capable of supporting property values and important sectors of the local economy, protecting and enhancing cultural, historical and environmental resources, and allowing all Carpinterians to lead fulfilling lives and have opportunities to be active contributors to the community.

Carpinteria Sustainable Community Policy

The City of Carpinteria will encourage people to work together to create a thriving community where natural, cultural and historic resources are preserved, jobs are available, development patterns support convenience and efficiency, neighborhoods are secure, education is lifelong, transportation and health care are accessible, and all citizens have opportunities to improve the quality of their lives.

The three interdependent elements of Economic Vitality, Environmental Stewardship and

Community Health and Wellness serve to focus the vision and guide decisionmaking and resource allocation per the City's Mission Statement and the community vision established in the Vision 2020 document, "On Track for the Future."

Goals

- Develop an annual Sustainability Work Plan that identifies, coordinates and accounts for initiatives throughout the City organization, providing annual reports, measurements and tracking.
- Guide future policy development and goal setting in order to integrate sustainability principles into the City's decision making processes and budgeting.
- Educate/train City employees to understand their work in terms of sustainability and empower them to implement sustainable initiatives through their jobs.
- Initiate and lead collaborative sustainability initiatives and communicate efforts to residents and business owners and operators, becoming a resource to the community.

The following policy actions shall be integrated into the development of plans and strategies to achieve the goals of this policy.

Economic Vitality

The City of Carpinteria will support and encourage a local economy that reflects its unique attributes, including rich agricultural resources, an optimal coastal location and climate for tourism, and a quaint, small town character. With a diversity of business sizes and types that reflect the needs and desires of the community, the City has a well-prepared group of business owners and operators capable of contributing to overall community resiliency in light of the potential for economic and natural calamities.

1. 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;
2. Attract and retain downtown retailers, hotels, corporate headquarters and Research and Development uses that can be successful in and complementary to the community;
3. Support property values through development of hazard preparedness and resiliency strategies;
4. Establish support for small business development;
5. Maintain and enhance the unique identity of the community and built environment to sustain a strong sense of place and community;
6. Stay informed on and promote sustainable economic development best practices such as Extended Producer Responsibility (EPR);
7. Support and develop outdoor athletic and entertainment events that attract visitors and create social opportunities for locals in the off-season months;
8. Improve off-season visitorship and tourism;
9. Develop revenue generation and savings plans to ensure sustainable community services and amenities;
10. Establish expanded local hiking trails, biking trails, public transit and other alternative transportation modes that are attractive and convenient to residents, employees and visitors;
11. Improve transit opportunities for the local workforce, including but not limited to bus, rail, and improvements to the Highway 101 corridor;
12. Develop collaboration between local schools, employers and community groups to cultivate work force mentorship and education programs that encourage youth to explore various occupations and skills and prepare local residents for local employment opportunities;

13. Promote infill development to enhance existing commercial districts and prevent blight;
14. Encourage new investment through private development in the City's neighborhoods, districts and major street corridors by establishing policies and regulations and implementing them through a thorough, effective process; and
15. Maintain a balance of jobs and housing in the community with housing types available to those with varied household incomes, especially aiming to improve the availability of low and moderate income housing that meets the needs of the local workforce.

Environmental Stewardship

The City will be a leader of environmental stewardship by reducing its consumption of finite resources, diverting material from landfills through reuse and recycling programs, and promoting the same to the Carpinteria community. The City will identify important local environmental resources, plan for, implement and support efforts such as the storm water management program and the creeks preservation program, to ensure that they thrive. The City will work with other public agencies, private utilities and non-governmental organizations (NGOs) to reduce local energy consumption, use more renewable energy sources, and protect and restore important local habitats.

Energy Conservation

1. Reduce greenhouse gas emissions through various activities which may include improved mass transit systems, reduced vehicle trips, improved alternative transportation systems for biking, walking and low emission vehicles, etc.;
2. Prepare and promote municipal plans to develop well connected streets and sidewalks, cool road and parking lot programs, and plant street trees to reduce heat island effects and enhance the pedestrian experience;
3. Develop and implement standards to reduce energy use;
4. Publicize energy efficient building design and construction practices that allow for future adaptation to efficient energy solutions such as solar electric or grey water systems for landscape irrigation;
5. Continue to collaborate with regional and state entities to reduce impacts to the environment and reduce energy consumption;
6. Streamline permitting for energy efficient improvements to existing structures; and
7. Develop a municipal/government agency efficiency program to improve and update existing facilities and fleets to more energy efficient alternatives and "lead by example" for the community and other local agencies.

Waste Reduction

1. Implement new and expanded waste stream reduction and recycling programs;
2. Develop and encourage food system waste minimization and reuse through food share programs and food scrap to compost programs;
3. Implement post-construction waste minimization and storm water runoff regulations;
4. Develop and implement standards to reduce waste production;
5. Support and enhance local litter and waste reduction education and outreach programs; and
6. Support and Promote Extended Producer Responsibility (EPR) regulations that encourage the manufacture of environmentally superior products, and ultimately eliminate products that create hazardous materials handling and disposal costs for local governments and the communities they serve.

Pollution Prevention

1. Implement the latest watershed management mandates via updated City watershed management and creek protection policies;

2. Increase educational outreach to schools, businesses and local community groups regarding pollution, natural resources, environmental stewardship, recycling and habitat;
3. Develop and implement standards to reduce runoff and pollution in local streams and watersheds;
4. Enhance educational outreach and information regarding local environmental concerns including clean water in creeks and at beaches, energy use, habitat and protected species, risk management and other specific environmental concerns that impact the Carpinteria Valley; and
5. Enhance local habitat and environmental protections through collaboration with local community groups and development of regulations and policies in the City's General Plan and Municipal Code.

Community Health, Safety and Wellness

The City of Carpinteria will develop and maintain a diverse open space, park and recreation system that respects local environmental resources and supports the recreational needs and expectations of the community. The City of Carpinteria will plan for a variety of housing types that are built to leading safety and energy efficiency standards in order to encourage a healthy, socio-economically diverse population and to promote a jobs/housing balance. The City of Carpinteria will strive to ensure community members are able to meet basic needs, have adequate access to health care, education and employment, and have opportunities to enhance the quality of their lives.

1. Promote and protect local historical and cultural resources, including physical structures, places and ideas;
2. Protect and enhance local parks, trails, beaches and community spaces;
3. Develop improved park and open space connections which encourage pedestrian access;
4. Improve and enhance connections to neighboring communities through coastal access; trail systems and bike paths;
5. Improve the quality of life of all members of the community through education, services and accessibility to resources;
6. Provide law enforcement services to ensure safety for residents, business operators and visitors;
7. Implement programs which promote interactions and communication between neighbors, including internet-based social programs and local community groups;
8. Improve safety preparedness awareness and education in case of natural disaster or other hazards;
9. Collaborate with other local agencies in a County-wide hazard mitigation and preparedness program;
10. Develop sea level rise adaptation strategies for potential future impacts to the Carpinteria Salt Marsh and our local creeks and beaches;
11. Develop a public safety and hazard resiliency plan to anticipate and plan for future natural hazards and risks;
12. Support residents and property owners' needs related to infrastructure improvements and maintenance to ensure safe and viable neighborhoods;
13. Continue to advance the emergency response system and education of emergency responders and the general public;
14. Promote and enhance local community events and activities;
15. Develop and enhance local food access and growing programs, which may include community gardens, local food vendor or swap opportunities, local school cooking and nutrition programs and other similar healthful sustenance programs;
16. Through Zoning Code and General Plan updates, encourage land use development

which creates a compact and accessible community that encourages walking and cycling and promotes an active lifestyle;

17. Develop education and improve outreach regarding local resources, activities and events to improve access to and use of services available in the community;
18. Promote social equity which addresses the fair distribution of benefits and costs among different social and cultural groups, recognizing that these groups have different needs, interests, rights to and responsibilities over resources, and that they experience different impacts of development interventions which must be considered to build a solid base for sustainability and socio-environmental equity;
19. Encourage and promote community participation in planning and policy development to ensure that a wide spectrum of the community is represented and participates in local government to ensure goals and objectives meet the desires of the community as a whole; and
20. Cultivate inter-agency programs and regulations to support sustainable goals and objectives of this policy throughout the community.

PASSED, APPROVED AND ADOPTED this 27th day of January 2014 by the following vote:

AYES:	Councilmembers:	Carty, Clark, Nomura, Shaw, Stein
NOES:	Councilmember(s):	None
ABSENT:	Councilmember(s):	None

Mayor, City of Carpinteria

Attest: Adela Garcia
City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 27th day of January 2014.

Adela Garcia
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

City Attorney

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
August 28, 2023

ITEM FOR COUNCIL CONSIDERATION

Rental of Street Sweeping Equipment.

STAFF RECOMMENDATION

1. Authorize the City Manager to enter into a rental agreement with Haaker Equipment Company for street sweeping equipment in an amount not to exceed $94,176.

2. Appropriate $14,700 for rental of street sweeping equipment.

Sample Motion: I move to authorize the City Manager to enter into a rental agreement with Haaker Equipment Company for street sweeping equipment in an amount not to exceed $94,176 and to appropriate $14,700 for rental of street sweeping equipment.

(Requires a roll call vote.)

BACKGROUND

Currently and over the past three decades, the City's Street Sweeping Program has been provided by contract services from various vendors. Approximately 32.2 curb miles of City streets in commercial and residential districts are swept. The City currently contracts with Sweeping Corporation of America for the street sweeping services[1]. Sweeping Corporation of America currently utilizes street sweeping equipment with internal combustion engine technology. In June 2023, staff proposed to the City Council a Fiscal Year 2023/24 budget item of an electric street sweeping equipment purchase as the intent of 1) self-performing street sweeping services (i.e. "in-house" service) and 2) using electric propulsion technology that is not currently being utilized by local vendors in order to reduce greenhouse gas emissions. On June 26, 2023, the City

[1] On July 11, 2022, the City authorized the City Manager to execute a one-year maintenance agreement with Sweeping Corporation of America for street sweeping services in an amount not-to-exceed $218,868.85. On June 30, 2023, the maintenance agreement expired. On July 1, 2023, the City Manager executed another maintenance agreement with Sweeping Corporation of America in the amount of $18,239.07 to continue street sweeping services for one month.

Council adopted Resolution No. 6247, approving the Fiscal 2023/24 Budget which includes appropriation for the purchase of an electric street sweeping equipment. On July 24, 2023, the City Council authorized the City Manager to purchase an electric street sweeping equipment by Global Environmental Products from Terry Equipment, Inc. in an amount not to exceed $732,847.

The purpose of this agenda matter is to authorize the City Manager to enter into a rental agreement with Haaker Equipment Company for street sweeping equipment as an interim in order to continue street sweeping services while awaiting delivery of the electric street sweeping equipment.

DISCUSSION

The maintenance agreement with Sweeping Corporation of America is set to expire on September 1, 2023. The electric street sweeping equipment is tentatively scheduled to be delivered by April 2024. Due to the long lead time for the City to receive shipment of the electric street sweeping equipment, i.e., 270 calendar days from purchase date, the City must establish an 8-month interim solution for street sweeping operations. Staff has determined that the most efficient interim solution is for City to rent a conventional street sweeping equipment from Haaker Equipment Company and to have Public Works staff trained on its operations.

A copy of the proposed rental agreement from Haaker Equipment Company is shown as Attachment A. The rental would be at $10,800 per month as compared to the current maintenance agreement at $18,000 per month. Total costs including sales tax would be $94,176 for the term of the agreement. The rental agreement includes equipment training, major maintenance service, and technical support by Haaker Equipment Company. The proposed product model is Broom Bager Sweeper, and a copy of the product brochure is shown as Attachment B. The City, as operator, would be responsible for basic operator maintenance including replacing the brooms, cleaning the sweeper hopper and water filter, and lubing.

Rental of a street sweeping equipment would provide an opportunity to plan and implement the City's in-house street sweeping services procedures, training, operations and maintenance prior to taking delivery of the electric street sweeping equipment. The rental would ensure the continuation of this City essential service without interruption.

POLICY CONSISTENCY

The recommendation is consistent with the NPDES Phase II Small MS4 Permit[2] and the City's interest in maintaining streets and other public property in a manner that is safe, minimizes negative impacts on the environment, including, in particular, creeks, the salt marsh, and ocean waters, and aesthetically pleasing.

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[2] *National Pollutant Discharge Elimination System (NPDES) General Permit for Waste Discharge Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems*

FINANCIAL CONSIDERATIONS

$14,700 Increase to FY 2023/24 Budget (AB 939 Solid Waste Fund) and $14,700 Increase to FY 2023-24 Budget (General Fund). Available budget of $79,500 in 211-431-5259 (Street Sweeping). Total contract for the rental is $94,176, resulting in additional appropriation need of $14,700. Increase in operating expenditures for the fund will be offset by a transfer from the General Fund – 101-999-5913 (To AB939 211).

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommendation is in accordance with Carpinteria Municipal Code Chapter 3.32 (Purchasing System). Employees assigned to operate and maintain street sweeping equipment will receive appropriate training and supervision.

OPTIONS

1. Authorize the City Manager to enter into a rental agreement with Haaker Equipment Company for street sweeping equipment in an amount not to exceed $94,176 and appropriate $14,700 for the procurement. (Staff recommendation)

2. The City Council could choose not to accept the staff recommendation or provide direction to staff as appropriate. The price in the quote would be subject to increase should the rental be postponed. Further, the essential service of street cleaning would be at risk due to a lack of equipment or outside vendor to provide service.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: Rental Agreement
Attachment B: Street Sweeping Equipment Rental Brochure

Staff contact:
Stephon Downes, Management Analyst
(805) 755-4446; stephond@carpinteriaca.gov



Signature

Reviewed by:
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

Signature

ATTACHMENT A

Rental Agreement

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HAAKER
EQUIPMENT COMPANY

SALES REP: BF CUSTOMER # 3858 BRANCH # 5 UNIT # CH931 EQUIP # 77111-2

RENTAL AGREEMENT

CUSTOMER: Carpinteria City of
ADDRESS: 5775 Carpinteria Ave
CITY/STATE/ZIP: Carpinteria CA 93013
MAILING ADDRESS:
CONTACT:
TELEPHONE:

PO#:
START DATE:
EQUIPMENT DESTINATION:
CONTACT & TELEPHONE:

MACHINE & RATE INFORMATION

MACHINE/SERIAL #: Broom Badger CH931-PGL
VIN # JALE5W1631L7306245
DAILY RATE: $ 1,100.00
WEEKLY RATE: $ 3,600.00
MONTHLY RATE: $ 10,800.00
FUEL CHARGE PER GALLON: $ 10.00
DEF CHARGE PER GALLON: $ 22.00
RATE OF REPAIR (if damaged): $ 176 In shop rate / $ 185 In field rate
DELIVERY CHARGE: $ 125 Per Hour / Per Driver
CLEANING FEE: $ 150 Per Hour

DELIVERY INFORMATION

WILL CALL OR DELIVERED BY:
ENGINE HOURS: AUX HOURS:
BLOWER: PUMP:
MILES:

PICKUP INFORMATION

WILL CALL OR PICKUP BY:
ENGINE HOURS: AUX HOURS:
BLOWER: PUMP:
MILES:

INSURANCE REQUIREMENTS

CERTIFICATE OF INSURANCE RECEIVED (YES) NO
CURRENT CERTIFICATE OF INSURANCE EXPIRES 6-30-24
EQUIPMENT REPLACEMENT VALUE $ 400,000-

SUMMARY OF CONDITIONS (see reverse side) INITIAL
LESSEE ACKNOWLEDGES RESPONSIBILITY FOR INITIAL

* ALL RISK DURING TERM OF RENTAL
* DAMAGE TO EQUIPMENT DURING TRANSPORTATION
* TIRE DAMAGE BEYOND NORMAL WEAR (ie: FLAT TIRES)
* LUBRICATION/MFG RECOMMENDED MAINTENANCE
* QUALIFIED/TRAINED OPERATOR/CLASS B LICENSE
* COMPLETELY DECONTAMINATED PRIOR TO RETURN
* REFUELING ALL FUEL TANKS
* GENERAL CLEANUP
* LESSOR COOPERATES WITH ALL FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT OFFICIALS NATIONWIDE TO PROVIDE THE IDENTITIY OF CUSTOMERS WHO OPERATE THIS RENTAL COMMERCIAL MOTOR VEHICLE
* ADDITIONAL CHARGES OF $100.00 PER HOUR WILL APPLY FOR EVERY HOUR OVER 8 HOURS/DAY OR 40 HOURS/WEEK INITIAL
* CIRCLE WHETHER THIS VEHICLE WILL BE INVOLVED IN **INTERSTATE** OR **INTRASTATE** COMMERCE
* IF VEHICLE HAS APPORTION PLATES A TRIP LOG MUST BE COMPLETED AND FUEL RECEIPTS SUBMITTED - SEE TERMS AND CONDITIONS INITIAL
* WILL THIS VEHICLE BE TRANSPORTING HAZARDOUS MATERIALS: YES NO CUSTOMER DOT/STATE #
* RED DIE DIESEL IS NOT ALLOWED IN TRUCKS INITIAL
* **NO MODIFICATIONS TO EQUIPMENT ALLOWED - SEE TERMS AND CONDITIONS** INITIAL

WALK-AROUND ADDENDUM INITIAL

* I HAVE CHECKED THE ABOVE UNIT AND ACKNOWLEDGE THAT I HAVE BEEN INSTRUCTED BY A HAAKER REPRESENTATIVE AND UNDERSTAND AND WILL COMPLY WITH ALL OF THE PROCEDURES AND SAFETY MEASURES ABOVE. I WILL DELIVER THE RENTED EQUIPMENT TO THE SERVICE CENTER IN AS GOOD CONDITION

NOTES:

CHECK-OUT	CHECK-IN
HAAKER SIGNATURE	HAAKER SIGNATURE
CUSTOMER PRINT NAME	CUSTOMER PRINT NAME
CUSTOMER SIGNATURE CHECK-OUT / DATE & TIME	CUSTOMER SIGNATURE CHECK-IN / DATE & TIME

Haaker Headquarters
2070 N. White Ave.
La Verne, CA 91750
909-598-2706

San Diego Branch
9465 Mission Park Pl.
Santee, CA 92071
619-798-4153

Central Valley Branch
4490 South K St.
Tulare, CA 93274
559-220-8897

Las Vegas Branch
4645 Copper Sage St.
Las Vegas, NV 89115
702-639-0156

Phoenix Branch
2939 W. Windsor Ave.
Phoenix, AZ 85009
602-266-8214

HAAKER EQUIPMENT COMPANY

ELGIN Rental Agreement
SWEEPER
WALK-AROUND

ELGIN

CHECK OUT		CHECK IN
UNIT SERIAL #: CH931PGL	CUSTOMER: Carpinteria, City of	NEXT SERVICE 500 HOURS
ODOM		ODOM
ENGINE		ENGINE
AUX ENG	BIT INSPECTION DUE:	AUX ENG

NO MODIFICATIONS TO EQUIPMENT ALLOWED - SEE TERMS AND CONDITIONS

Initials

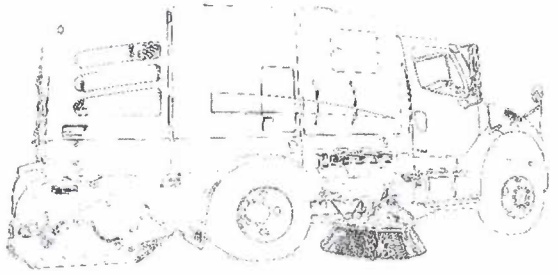
CHECK OUT NAME: GOOD	NEEDS REPAIR	QTY		CHECK IN NAME: GOOD	NEEDS REPAIR	QTY
			DOT COMPLIANT - CLASS B LICENSE/INSURANCE			
			STICKERS: LUBE/DOT INSP/STATE INSP - LICENSE PLATE			
			CAB BOOK: INS CARD/DOT & TANK INSP/VERIFY CLASS B LICENSE			
			CLEAN: CAB INTERIOR / TRUCK EXTERIOR / HOPPER EMPTY			
			CAB INTERIOR: SEATS / CONTROLS / GAUGES / DASH / MIRRORS			
F 3/4 1/2 1/4 E			FUEL LEVEL COST PER GALLON: $10.00 *(incl labor & current diesel cost)*	F 3/4 1/2 1/4 E		
F 3/4 1/2 1/4 E			DEF LEVEL COST PER GALLON: $22.00 *(incl labor & current DEF cost)*	F 3/4 1/2 1/4 E		
			CNG FUEL LBS			
			CHECK TIRES			
			TEST SPRAYERS			
			CHECK LIGHTS			
			MAIN BROOM WEAR YES / NO 25% 50% 75% 100%			
			GUTTER BROOM WEAR YES / NO 25% 50% 75% 100%			

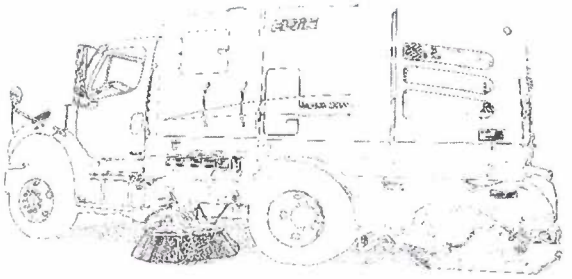
LOOSE ITEMS: CIRCLE YES OR NO IF THEY ARE GIVEN AT THE TIME OF DELIVERY, UPON RETURN IF THEY ARE MISSING PLEASE HIGHLIGHT.

YES / NO	HYDRANT WRENCH (1)	YES / NO	FLARE KIT/TRIANGLES	YES / NO	WASH DOWN GUN
YES / NO	HYDRANT HOSE (1)	YES / NO	GREASE GUN / AUTO LUBE	YES / NO	BLOCKER PLATE FOR INLET
YES / NO	FIRE EXTINGUISHER	YES / NO	GREASE TUBES	YES / NO	VAC WAND KIT
YES / NO	OPERATORS MANUAL	YES / NO	PICTURES	YES / NO	

VIDEO (AND SNAP SHOT IF DAMAGE IS PRESENT)

COMMENTS: CHECK OUT	COMMENTS: CHECK IN





TECHNICIAN SIGNATURE		TECHNICIAN SIGNATURE	
CUSTOMER SIGNATURE		CUSTOMER SIGNATURE	
CUSTOMER PRINT		CUSTOMER PRINT	
DATE:	TIME:	DATE:	TIME:

WHITE - Haaker (original) YELLOW - Customer Copy at Pick-Up PINK - Customer Copy at Delivery

Terms and Conditions

Lessor rents to lessee the equipment described on the reverse side, subject to the provisions herein. Lessee refers to the person signing this agreement, his employer or partner, and any other person or organization to whom charges are to be billed, all of whom shall be jointly and severally liable hereunder.

OWNERSHIP- the equipment is the property of lessor and is to be returned to the place where rented at the end of the renal term in the same general condition as when received, excepting ordinary wear and tear. If lessee fails to make any payment when due, attempts to sell or encumber the equipment ceases operation, institutes or has instituted or has instituted against him proceedings under bankruptcy or insolvency law, makes an assignment for the benefit of creditors, or fails to comply with any other provision of this rental agreement; or if any attachment execution, writ or process is levied against the equipment or any of lessee's property, or if for any reason lessor deems itself insecure or the equipment unsafe, lessee agrees to deliver the equipment to lessor on demand and lessor may enter on any job, building or place where the equipment is located and take possession thereof without notice to lessee and this rental agreement shall thereupon terminate at the option of the lessor. In the event of any such action, lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the equipment, costs of removal from the lessee's possession and all transportation and other charges incurred. If legal action is required to enforce lessee's obligaton hereunder, lessee agrees to pay the costs thereof including reasonable attorney's fees paid by lessor.

TERMS- Lessee shall pay all rental, time, mileage, service, transportation, refueling and other charges in accordance with this agreement, all sales and use taxes and expenses, the stipulated rental rate entitles lessee to 40 hours/week, 160 hours/month operation. Excess usage will be prorated from the stipulated rental rate and this, plus taxes, will be charged. Lessor shall have a lien, as allowed by law, for charges incurred hereunder upon premises and improvements upon which equipment is employed. Rentals are payable to the office shown on this agreement unless otherwise specified. Lessee pays all shipping, loading and unloading, and assembling and dismantling expense.

USE- Equipment shall be used solely in customer's business and only within its rated capacity by competent personnel in a safe and careful manner. Equipment shall not be used: to carry persons for hire; to carry persons other than drivers or helpers employed by lessee (and these shall be carried within the cab) and then only if such carriage is lawful; to transport property for hire unless lessee obtains all necessary permits and licenses; in violation of any law or ordinance or in any speed contest; for the carrying or hauling of explosives or other hazardous material. If equipment is used in violation of the paragraph, or is obtained from lessor by fraud or misrepresentation, or if used in furtherance of any illegal purpose, all use of equipment is without lessor's permission.

MAINTENANCE- Lessee shall perform and pay for all normal periodic service, adjustments and lubrications of equipment before each shift, such as; checking and maintaining proper levels in crankcase, transmission, final drives, elevator gear box, radiator, tire pressure and batteries. If equipment fails to operate properly or if it needs repair, lessee shall cease using immediately and notify lessor.

INSURANCE-All loss or damage to equipment from any cause whatever while on rental or in lessee's care, custody and control, whether or not due to fault of lessee, including but not limited to lessee's negligence, fire, flood, theft, comprehensive losses, collision and upset and Acts of God shall be the sole responsibility of lessee and shall be paid to lessor promptly upon receipt of invoice. Lessee further agrees, at this sole cost and expense, to secure and maintain in force during the entire term of this agreement, insurance satisfactory to lessor for the benefit of the lessor against all the foregoing risks to the extent it is available at commercial rates. In this regard, lessee shall, at his expense and during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits of $300,000 for each person in each accident, $1,000,000 limit for all persons in each accident and property damage liability limits of $500,000 on a primary and not excess or contributory basis, against its liability for damage sustained by any person or persons, including but not limited to employees of lessee as a result of the maintenance, ownership, use operation, storage, erection, dismantling, servicing or transportation of such equipment. Lessee shall, on demand, furnish lessor a certificate of such insurance which may not be canceled or materially modified except on twenty (20) days prior written notice to lessor. Lessee agrees to abide by the provisions of said policy and to notify lessor and the insurer of any accident or occurrence involving equipment immediately by telephone and thereafter to promptly report to them in writing all information relevant thereto. Lessee, its agents and employees shall cooperate fully with lessor and insurer in the investigation, prosecution and or defense of any claim or suit and shall do nothing to impair or invalidate the applicable insurance coverage. Lessor's acquiescence in lessee's certificate(s) of insurance shall not be a waiver of lessee's insurance obligations hereunder. Lessee shall also keep the equipment insured for its total present value against any loss or damage through accident, fire, weather condition, theft or malicious destruction and any other insurable risks. Lessee shall defend, indemnify and hold harmless lessor, its subsidiary and affiliated companies, their officers, agents and employees, against all loss, and expense, including reasonable attorney's fees, by reason of bodily injury, including death and property damage, sustained by person or persons, including but not limited to employees of lessee as a result of the maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of equipment, whether such bodily injury, death or property damage are due or claimed to be due to any negligence of lessor, employees or agents of lessor or any other person.

REGULATIONS- Lessee shall, at this expense, comply with all local, state and federal laws and regulations affecting equipment and its use, operations, erection, dismantling and transportation, including licensing and building code requirements and shall defend, indemnify and hold harmless lessor from all loss, liability or expense resulting from actual or asserted violations of any such laws, requirements or regulations. Lessor must comply with all USDOT Federal Motor Carrier Safety Administration regulations. Lessor must display the identification number issued to the renting motor carrier by the FMCSA, preceded by the letters USDOT. THIS RENTAL AGREEMENT MUST BE KEPT WITH THE VEHICLE AT ALL TIMES.

RENTAL CONTRACT- This is a rental contract only and lessee cannot assign it. Lessee is not an agent or employee of lessor for any purpose. Lessee shall not suffer any liens or incumbrances to attach to equipment and shall defend, indemnify and hold lessor harmless from all loss, liability and expense by reason thereof. Use of equipment by others than lessee or its employees, approved in writing in advance by lessor, shall be at lessee's sole risk. Lessor shall not be liable for loss or damage to any property left, stored, loaded or transported by lessee or any other person in or upon equipment, whether or not due to the negligence of lessor, its agents and employees (a) at any time whether equipment then be in the physical possession of lessee or lessor or anyone else, (b) or at any place including without limitation any of lessors garages or locations. Lessee hereby assumes all risk of such loss or damage and waives all claims against lessor by reason thereof, and agrees to indemnify and hold lessor, its agents and employees harmless from and against all claims arising out of such loss or damage, from and against all loss liability and expense caused or arising out of lessee's failure to comply with the terms of the agreement.

RECOVERY- Lessor shall have the right to issue and circulate theft notices, cause warrants to be issued for the taking into custody of lessee, his agent, partner or employee, and/or take any other steps which lessor shall reasonably deem necessary to recover equipment if it is not returned at the time specified herein, or sooner, as permitted by the terms of this agreement. Lessee hereby releases and agrees to indemnify lessor against all claims for damages or losses which lessee or any other party may sustain as a result of any action taken by lessor under the preceding sentence. All charges are subject to final audit.

LOSS- In the event of loss, theft or damage to equipment, lessee agrees to notify lessor immediately by telephone, and thereafter to promptly report in writing to lessor and the public authorities (where required by law or by lessor) all information relating thereto. Lessee shall cause its agents and employees to give lessor and the public authorities proper and full information and assistance in the investigation and prosecution of any matter resulting from said loss, theft or damage.

ATTORNEY'S FEES – If any party to the Agreement shall be required to employ attorneys to enforce or defend the rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fee, including attorneys' fees at the appellate level and in any bankruptcy proceedings.

REPAIRS- When provided to lessee, equipment is believed to be in good mechanical condition. Lessee shall examine equipment upon delivery and promptly notify lessor of any evidence to the contrary; if during lessee's use of the equipment during the term of this agreement, or any extension thereof, equipment is found not to be in good mechanical condition as a result of conditions not the responsibility of or caused by the fault or negligence of lessee, its employees or agents (including by not limited to a failure of lessee to service, adjust and lubricate equipment) lessee will notify lessor who at its option will: (a) repair or suitably replace equipment within a reasonable time during lessor's normal working hours, the commencement or renewing of the terms of this agreement to be tolled for the period equipment is down, or (b) remove equipment and terminate this agreement and refund prepayments of rental charges, if any , for the unexpired agreement term, less whatever is due lessor for damages to or maintenance of equipment which is lessee's responsibility. Lessee agrees to provide full access to equipment to lessor's representatives so as to enable lessor to meet its responsibilities hereunder.

No modifications are to be made to equipment or customer will be charged to correct modifications.

Conversely, repairs required as a result of damage, improper operation, use or maintenance will be charged to lessee and rental will continue until repairs are completed. Unless this agreement is accompanied by a separate tire or track wear agreement, lessee will be responsible and charged for cuts, tears, punctures, bruises and separation of tires or unusual wear or damage to tracks. In this regards, any expenses incurred for field travel, mechanic's time or hauling of equipment to effect repairs will be charged to lessee.

Notwithstanding the previous paragraphs, lessee agrees to indemnify lessor, its subsidiaries and affiliated companies and their officers, agents and employees to the extent provided in the other terms and conditions of this agreement.

THE FOREGOING IS IN LIEU OF (A) ALL WARRANTIES EXPRESS, IMPLIED OR STATUTORY , INCLUCDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OBLIGATION OR LIABILITIES ON THE PART OF LESSOR FOR DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASING MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF EQUIPMENT.

Any failure of performance by lessor which is due to causes beyond lessor's control, including but not limited to acts of civil or military authority, Acts of God, labor difficulties, failure of transportation, and delays of supplies is not deemed to be a default by lessor.

INTEREST- Invoices unpaid within the terms of lessor's invoices will accrue interest at the rate of 24% per annum.

REFUELING- Lessee agrees to return equipment with full fuel tank(s) otherwise lessee will be charged for refueling upon return.

COMPLETE AGREEMENT- This instrument expresses the entire agreement between the parties. Lessee's execution of this instrument and or acceptance of delivery of any part of equipment to be furnished hereunder will constitute lessee's acceptance of the provisions contained herein and the exclusion of any terms and conditions otherwise stated by lessee or contained in lessee's purchase documents which conflicts with or limit the provisions contained herein.

FUEL RECEIPTS – The mileage and fuel log must account for all fuel received. If this reporting is not completed in full, you will be charged $0.50 per mile that the unit was driven during your rental period. A Fuel Tax Reporting form has been supplied. Fuel receipts are due weekly. They are to be sent to rental@haaker.com.

HAAKER
EQUIPMENT COMPANY

2070 North White Avenue
La Verne, CA 91750
(909) 240-4240
Fax: (909) 598-1427
Bryan Fox - Sales Representative
bryanf@haaker.com
www.haaker.com

<Date>	8/17/2023
<Company>	Carpinteria, City of
<Address 1>	5775 Carpinteria Ave.
<City>	Carpinteria, CA
<ZIP Code>	93013
<Phone>	(805) 684-5405
<Contact>	John Ilasin

QUOTATION

Qty	Item #	Name	Price	Total
8	BADGER_RENTAL	Elgin Broom Badger Street Sweeper rental, totaling 8 months Equipment training provided when the unit is picked up at the Haaker Equipment branch in La Verne, CA.	$ 10,800.00	$ 86,400.00

Sub Total		$86,400.00
Service Labor		$0.00
Shipping & Handling		$0.00
Taxes	9.000%	$7,776.00
TOTAL		$94,176.00

ATTACHMENT B

Street Sweeping Equipment Rental Brochure

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ELGIN®

Subsidiary of Federal Signal Corporation

Broom Badger®



ELGIN

Built for clean. Backed for life.

THE BROOM BADGER

FROM ELGIN SWEEPER COMPANY





Looking for a maneuverable, powerful, compact mechanical sweeper? Consider the Broom Badger from Elgin Sweeper. This compact dual-engine sweeper is easy to operate and maintain, and does not require a CDL to operate, making it ideal for municipalities and contractors who need reliable, powerful cleaning without a full-size sweeper. The low-profile design uses best-in-class components, has reduced operating weight, and consumes less fuel than older equipment. The short wheelbase and tight turning radius give the operator great maneuverability for cul-de-sac curb lines and winding streets without sacrificing robust sweeping performance.



EASY TO OPERATE. EASY TO MAINTAIN. NO CDL REQUIRED.



ROBUST SIDE BROOMS

The Broom Badger features large dual side brooms with a maximum 9' 6" sweep path. The direct drive brooms are controlled in-cab for down pressure and tilt angle. The trailing arm design with spring kickback protects them from damage when sweeping close to obstacles. Four solid steel arms on each broom feature chromed shafts with composite greaseless bushings on all pivot points. These bushings reduce daily maintenance and have a long lifespan that results in lower overall operating costs.

EFFICIENT MAIN BROOM

The 58" polypropylene main broom is hydraulically driven. The elevator is slightly wider for closer broom placement, providing more efficient material lifting and maximizing broom effectiveness. Self-aligning bearings for the broom mount and the free floating design ensure smooth movement over road surfaces. Simple adjustments for down pressure can be made to prevent broom coning.

HEAVY DUTY SQUEEGEE ELEVATOR

The Broom Badger's 58.5" wide direct drive squeegee elevator handles heavy-duty sweeping applications. The innovative design eliminates the need for curtains and provides increased productivity. The open design and hinged plate enables easy cleaning and inspection. An in-cab alarm notifies the operator if an elevator stall occurs, then the rotation can then be reversed from inside the cab to dislodge the jammed debris.



HYDRAULIC SYSTEM

The heart of the Broom Badger's hydraulic system is a variable displacement load-sensing piston pump that produces up to 32 GPM at 3,000 PSI. This style pump has lower fuel consumption and lower heat build-up across the entire hydraulic system. State-of-the-art hydraulic valves are used for each function and feature manual over-ride and flow adjustments for greater simplicity and reliability. In-cab electrical controls, external filter and restriction indicators, and low oil level shut-down are standard. All hydraulic valves are located in one ground level area for easy maintenance.

OPTIONS

ELEVATOR FLUSHER

The elevator flusher allows hydrant water flow to flood the squeegee elevator housing, reducing clean up time and effort.

AIR SUSPENSION SYSTEM

The air suspension system, an Elgin exclusive on this size chassis, allows for a smooth ride, extended suspension capacity and rock-solid hopper dumping stability.

SUPERIOR MECHANICAL SWEEPER DESIGN



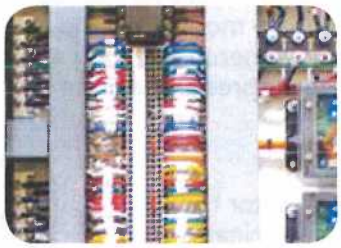
LARGE DEBRIS HOPPER

The side-dumping, 4 cubic yard debris hopper allows extended sweeping intervals for increased productivity on the job. The hopper is lifted by a single 4 stage cylinder lift with 9,400 lb lift capacity. A full payload can be off-loaded from the side dump hopper at ground level or at dump heights up to 10 feet.



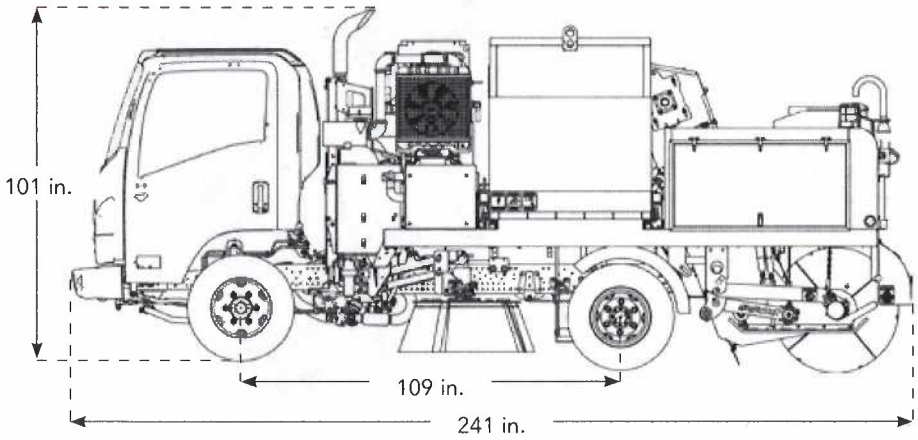
EFFICIENT PM-10 COMPLIANT DUST SUPPRESSION SYSTEM

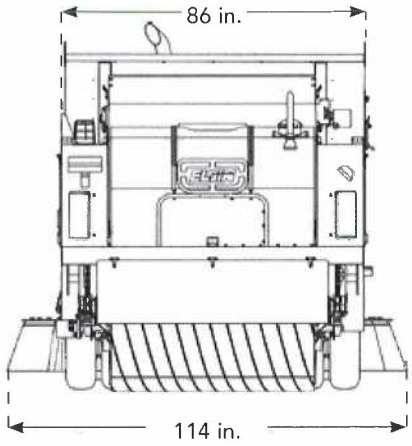
The sweeper is equipped with a 220 gallon polyethylene water tank for dust suppression. Water nozzles are carefully positioned to suppress dust while sweeping.



ELECTRICAL SYSTEM

The Broom Badger's simple electrical system has been carefully designed to be extremely easy to navigate. It is hard wired with no controllers and electrical controls are sealed in a weather-proof systems locker. Wires are color and number coded for easy maintenance and trouble shooting.





SPECIFICATIONS

SWEEP PATH

- Main Broom Only: 58" (1473 mm)
- Main Broom & One Side Broom: 87" (2210 mm)
- Main Broom & Two Side Brooms: 114" (2896 mm)

MAIN BROOM

- Diameter 36" (914 mm)
- Length 58" (1473 mm)

SIDE BROOM

- Streetside Diameter: 36" (914 mm)
- Curbside Diameter: 42" (1067 mm)

CONVEYOR

- Squeegee with rubber edging

HOPPER

- Volumetric Capacity: 4 cu. yds (3.02 m^3)

WATER SPRAY SYSTEM

- Tank Capacity: 220 gal (833 L)
- PM-10 compliant



HIGH PRODUCTIVITY SWEEP SYSTEM

- Efficient Kubota 65.1 HP T4 Final engine
- Variable displacement piston type hydraulic pump producing 32 GPM
- Easy access to all components
- Only 6 grease points on sweeper body
- All pivot points feature chromed shafts with greaseless, long life bushings



COMFORTABLE CHASSIS AND CAB

The Broom Badger is mounted on a 19,500 lb. GVWR Isuzu NRR Class 5 cabover chassis with optional air ride suspension for operator comfort and highway travel speed for quick transport from job to job. The cabover design provides excellent visibility for safer operation and has a short 109" wheelbase and tight 16'9" turning radius for exceptional maneuverability. Spot mirrors and low-cut windows enable precise gutter broom viewing. A standard dual-camera and 7" color monitor system provide views of the side broom or rear view for increased safety when sweeping.

An ergonomic control console ensures easy, comfortable operation. Simple rocker switches allow "one button" operation for quick sweep/transport mode changes.





ELGIN SWEEPER IS YOUR PARTNER...

IN THE PLANNING

Instead of one-size-fits-all solutions, we'll work with you to select the sweeping technology that fits your specific needs.



IN THE STREETS

We're here to help you maintain your Elgin and train your operators to ensure the job is done right.



INTO THE FUTURE

Our dealers don't just sell you an Elgin; they're available to answer your questions and provide service for the life of the machine.



WARRANTY

Elgin Sweeper Company backs the Broom Badger sweeper with a one-year limited warranty. The Broom Badger is warranted against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser. Optional extended warranty packages are available. Consult your Elgin dealer for complete warranty information.

Your Local Elgin Dealer Is:

ELGIN
Built for clean. Backed for life.

elginsweeper.com

1300 W. Bartlett Road • Elgin, IL 60120 U.S.A.
(847) 741-5370 Phone • (847) 742-3035 Fax

Specifications subject to change without notice. Some items shown may be optional. Elgin® Broom Badger® and Memory Sweep™ are registered trademarks of Federal Signal Corporation. Federal Signal Corporation is listed on the NYSE by the symbol FSS.
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HAAKER EQUIPMENT COMPANY

RENTAL FLEET

NOBODY WORKS HARDER FOR YOU THAN HAAKER

Crosswind/RegenX Air Sweeper



- Ideal for daily sweeping
- Simple operator controls

Day	Week	Month
$1,100	$3,600	$10,800

Broom Bear Sweeper



- Ideal for construction, milling, and tight areas
- Short wheel base with single engine design

Day	Week	Month
$1,200	$4,000	$12,000

Broom Badger Sweeper



- Ideal for construction sweeping
- Class C vehicle
- Easy to use

Day	Week	Month
$1,100	$3,600	$10,800

Vactor Combination Sewer Cleaner



- Single axle or tandem axle configuration
- Hydro excavation capabilities

Day	Week	Month
$1,400	$4,800	$13,900

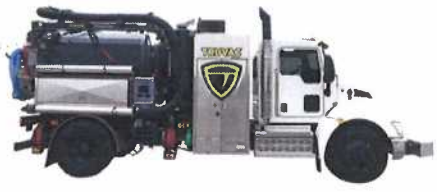
TRUVAC Mid-Size



- PD units allow for vacuuming at greater depths
- Avoid costly damage due to hits by conventional digging
- 50° tilting 12 yd³ debris body

Day	Week	Month
$1,500	$5,000	$15,000

TRUVAC Paradigm



- Extremely compact and maneuverable
- 675 gallon debris body
- No CDL required
- Ideal for any type of construction

Day	Week	Month
$1,000	$4,000	$10,200

HAAKER EQUIPMENT COMPANY

La Verne, CA
San Diego, CA
Tulare, CA
Las Vegas, NV
Phoenix, AZ

Haaker.com
800-200-3432

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
August 28, 2023

ITEM FOR COUNCIL CONSIDERATION

Amendment to the City Manager Employment Agreement adjusting the annual base wage.

STAFF RECOMMENDATION

Approve the Ninth Amendment to the Employment Agreement for the City Manager adjusting the annual base wage.

Sample Motion: I move to approve the ninth amendment to the July 22, 2013, City Manager Employment Agreement and move to approve said ninth amendment increasing the annual base wage from $206,014.36 to (state recommended salary).

BACKGROUND

The City Manager is hired directly by the City Council pursuant to the terms of the Employment Agreement.

The City Council wishes to consider changes to the City Manager contract in order to (a) adjust compensation for market conditions, and (b) make a merit-based salary increase.

DISCUSSION

On April 25, 2022, the City Council received and filed the City of Carpinteria Final Compensation Report prepared by CPS HR Consulting. The report provided analysis and recommendations for City of Carpinteria benchmark classifications based on City of Carpinteria's designated survey agencies. The report states that the City should consider its competitive position in the labor market and its ability to recruit, retain, and reward employees now and in the future.

On June 26, 2023, the City Council adopted Resolutions Nos. 6252, 6253, and 6254 approving Fiscal Year 2023-24 Salaries for SEIU-represented Employees, Miscellaneous and Management Employees, respectively. In accordance with Section B., Article 23.H. of the adopted Memorandum of Understanding (MOU) between the City

of Carpinteria and Service Employee International Union (SEIU) Local 620, SEIU-represented employees received a 3.0% cost-of-living salary adjustment based on the Consumer Price Index (CPI) for the month of April, 2023 and the Los Angeles-Long-Beach-Anaheim area for Urban Wage Earners and Clerical Workers (CPI-W). Similarly, the salary schedule ranges for Management Personnel and Miscellaneous Unrepresented Personnel (MP - MUP) classifications were adjusted by the same 3.0% CPI-W; however, this adjustment affected salary ranges only, and did not affect actual salary earnings.

Employees classified as MP and MUP are eligible for a merit increase pursuant to the results of an annual performance-based evaluation up to 8% depending on evaluation score and an employee's placement within the salary range. The aforementioned adjustments resulted in an increase to all full-time salary classifications with the exception of the City Manager salary who is under an employment contract.

In addition to the information provided above, consider the following to determine appropriate salary increase for the City Manager:

- Salary classification ranges were adjusted according to Total Compensation Study report recommendations with the exception of the City Manager position.
- For fiscal year 2022-23, the City Manager received a 5% market rate adjustment; however, the recommended market rate adjustment for the position of City Manager per the Total Compensation Study report was 14.87%.
- On July 24, the City Manager received an evaluation by City Council.

POLICY CONSISTENCY

N/A

FINANCIAL CONSIDERATIONS

The budget projections provide a salary adjustment consistent with management personnel.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal or risk management considerations presented in this report.

OPTIONS

1. Approve a Ninth Amendment to the July 22, 2013, City Manager Employment Agreement.

2. The City Council could choose not to approve any salary increase or further amendment to the City Manager Employment Agreement.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A. Ninth Amendment to the July 22, 2013, City Manager Employment Agreement.

Staff contact:
Teresa Ilasin, Management Analyst II
(805) 755-4458, teresai@carpinteriaca.gov

Signature

Reviewed by:
Michael Ramirez, Assistant City Manager
(805) 755-4400, michaelr@carpinteriaca.gov

Signature

ATTACHMENT A

NINTH AMENDMENT TO
EMPLOYMENT AGREEMENT OF JULY 22, 2013

CITY MANAGER, CITY OF CARPINTERIA

THIS NINTH AMENDMENT TO EMPLOYMENT AGREEMENT is made and entered into this 28th day of August 2023 by and between **THE CITY OF CARPINTERIA** ("City") and **DAVE DURFLINGER** ("Employee") at Carpinteria, California, with reference to the following facts and intentions:

A. Employee serves as City Manager for City.

B. The City and Employee wish to amend the terms of Employee's Employment Agreement as set forth below.

NOW, THEREFORE, in consideration of the above Recitals and of the mutual promises and conditions of this Seventh Amendment, **IT IS AGREED** as follows:

Section 5 - **Compensation.** The following provisions of Section 5, Compensation, shall be amended to read as follows:

Salary - Effective July 1, 2023, Employee shall be paid at the rate of _____ ($_____) bi-weekly, which equals to _____($_____) per year ("Base Salary").

All other Sections of the Employment Agreement, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Ninth Amendment to the Employment Agreement of July 22, 2013, on the date first written above.

"CITY"
City of Carpinteria

By:_____
Al Clark, Mayor

Date: _____

"EMPLOYEE"
City Manager

By:_____
Dave Durflinger, City Manager

Date: _____

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

LEAGUE OF CALIFORNIA CITIES

Take Action

Home / Advocacy / Take Action

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.

AB 1484 (Zbur) would drive up hiring costs and undermine critical government services

AB 1484 would require local public employers to include temporary employees in the same bargaining unit as permanent employees upon request of the recognized employee organization. Cities would also need to bargain the terms for both employment classifications under a single memorandum of understanding. Take action today by sending a letter of OPPOSITION to your senator before Aug. 30.

OPPOSE SB 423 (Wiener) and AB 309 (Lee)

These measures would greatly expand state authority to approve housing on state-owned or -leased lands without following local zoning or development standards.

SB 423 would greatly expand SB 35 (Chapter 366, Statutes of 2017) and require cities to ministerially approve certain multifamily housing projects without public input or environmental review, even on parcels under the California Coastal Commission's jurisdiction. Cities would have no ability to impose zoning standards, objective standards, or design review requirements on state-owned or -leased land.

AB 309 would create the Social Housing Program within the Department of General Services to facilitate the construction of government-owned housing on leased state property or excess state-owned property. Cities would have no ability to impose zoning standards, objective standards, or design review requirements on state- owned or -leased land.

SB 423 and AB 309 have not been set for a hearing in the Appropriations Committees. However, they will be heard sometime between Aug. 14 and Sept. 1.

Voice your opposition TODAY by submitting a letter to YOUR SENATOR opposing AB 309 and submitting a letter to YOUR ASSEMBLY MEMBER opposing SB 423. Click here to find your Senator and Assembly Member.

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.