City of Carpinteria
City Council Regular Meeting Agenda
Monday, November 27, 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:

1. Proclamation Recognizing 2023 Outgoing Santa Barbara Association of Realtors President Todd Shea. *(Requires approval prior to presentation of proclamation.)*

2. New Employee Introduction: Mindy Fogg, Principal Planner and Megan Musolf, Assistant Planner.

3. Presentation of the 2023 Carpinteria Valley Economic Profile.

4. Resolution No. 6275, Congratulating Dave Durflinger on His Retirement and Commending and Thanking Him for 24 Years of Loyal and Dedicated Service to the City of Carpinteria. *(Requires approval prior to presentation of resolution.)*

RECESS FOR REFRESHMENTS IN COUNCIL FOYER

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

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

CITY MANAGER'S REPORT

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

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.

5. Approve the minutes of the regular meeting held November 13, 2023.

6. Receive and file the Expenditures for the period beginning November 6, 2023 and ending November 17, 2023.

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

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

9. Adopt Ordinance No. 772 (second reading), amending various sections in Carpinteria Municipal Code Chapter 2.08 ("City Manager") to align with law and practice. *(This motion requires a roll call vote.)*

10. Accept Parcel Map 25,187 and associated documents including project-specific Covenants, Conditions and Restrictions (CC&Rs), and Informational Notice document, for the Haber Condominium Project (20-2076-DP/CDP/TPM/TEX) located at 4716 Seventh Street.

11. Excusing City Manager Dave Durflinger from attending the meeting(s) of the City Council held after November 27, 2023.

ADMINISTRATIVE MATTERS:

12. Appointments of public members to the Ad Hoc Harbor Seal Advisory Committee.

    Recommendation: Make appointments to the Ad Hoc Harbor Seal Advisory Committee.

    Staff Presenter: Brian C. Barrett, City Clerk

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

13. Authorize the City Manager to sign the Landscape Equipment Electrification Fund Program Application.

    Recommendation: (1) Authorize the City Manager to sign the Landscape Equipment Electrification Fund Program Application and (2) Approve a budget appropriation in the amount of $11,250 to the Right-of-Way Maintenance District Fund and $1,000 to the General Fund for Fiscal Year 2023-24 Budget. *(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

14. A Maintenance Agreement with the California Department of Transportation concerning the Carpinteria High School Area Crosswalk Safety Improvement Project.

Recommendation: Authorize the City Manager to execute a Maintenance Agreement with the California Department of Transportation 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

PUBLIC HEARING:

15. Ordinance No. 774, an Ordinance of the City Council of the City of Carpinteria, California, Amending Chapter 2.06 of Title 2 (City Council District Elections) and Chapter 3.34 of Title 3 (Revenue and Finance) of the Carpinteria Municipal Code Regarding Fee and Service Charge Revenue/Cost Comparison System, and Resolution No. 6282, Approving and Adopting the City's Master Fee Schedule. *(Continued from November 13, 2023 Council Meeting)*

Recommendation: (1) Introduce and approve Ordinance No. 774, as read by title only, and continue the second reading of the ordinance for adoption to December 11, 2023; and (2) Approve and adopt Resolution No. 6282, updating the City's Master Fee Schedule. *(This motion requires reading of ordinance title and a roll call vote.)*

Staff Presenter: Licette Maldonado, Administrative Services Director

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

16. Annual Report of the Development Impact Fee Program and Updating the Capital Improvement Plan.

Recommendation: Adopt Resolution No. 6276, approving and accepting the Annual Report of the Development Impact Fee Program and updating the Capital Improvement Plan.

Staff Presenter: John L. Ilasin, Public Works 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:

17. 2023 Economic Vitality Program Report.

Recommendation: Receive and file the 2023 Economic Vitality Program Report.

Staff Presenter: Michael Ramirez, Assistant City Manager

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

18. Approval and adoption of the City Manager Employment Agreement with a Base Salary of $225,000.

Recommendation: Approve, adopt, and authorize for the Mayor's signature the City Manager Employment Agreement Between the City of Carpinteria and Michael Ramirez. *(This motion requires a roll call vote.)*

Staff Presenter: Jena Acos, Legal Counsel

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)

l. Sustainability Committee (Nomura & Solórzano)

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. Harbor Seal Advisory Committee (Solórzano & Alarcon)
e. Appointment Process Committee (Alarcon & Clark)

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 December 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, November 22, 2023, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

PROCLAMATION

PROCLAMATION OF THE CARPINTERIA CITY COUNCIL RECOGNIZING 2023 OUTGOING SANTA BARBARA ASSOCIATION OF REALTORS PRESIDENT TODD SHEA

***WHEREAS**, the Santa Barbara Association of REALTORS® is celebrating 116 years of service to the local communities of Carpinteria, Summerland, Montecito, Santa Barbara, Goleta and Gaviota; and*

***WHEREAS**, during 2023, Santa Barbara Association of REALTORS® President of the Board, Todd Shea, has displayed his leadership skills in organizing a variety of events and fundraising campaigns to enhance the quality of life for those who live in these communities, in keeping with the 116-year-old tradition; and*

***WHEREAS,** President Shea helped secure $46,000 in cash donations from the Santa Barbara Association of REALTORS® to help fund Habitat for Humanity; and*

***WHEREAS**, President Shea supported the membership with constant communication and educational opportunities; and*

***WHEREAS**, President Shea provided pertinent and timely information to the community regarding the real estate profession; and*

***WHEREAS**, President Shea encouraged and empowered the Santa Barbara Association of REALTORS® Young Professionals Network which held multiple events helping the community including Coastal Clean-Up Days and a Brush-of-Kindness Days; and*

***WHEREAS,** as a member of the National Association of REALTORS® and a Director for the California Association of REALTORS® President Shea has displayed his interest and participation in various governmental and outreach programs by speaking eloquently before government parties advocating for REALTORS® and homeowners; and*

***WHEREAS**, President Shea also supports the community; dedicating his time to youth by coaching the Junior Varsity Girls Volleyball team at Dos Pueblos High School; and*

***NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Carpinteria offers a deep appreciation for President Todd Shea's ability to exhibit strong leadership and strength in character in service to his community and the membership of the Santa Barbara Association of REALTORS® for the year of Two Thousand and Twenty Three.*

***IN WITNESS THEREOF**, the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California, to be affixed this 27th day of November, 2023.*

_____

Al Clark, Mayor

ATTEST:

_____

Brian C. Barrett, CMC, CPMC, City Clerk

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
November 27, 2023

ITEM FOR COUNCIL CONSIDERATION

2023 Economic Vitality Program report

STAFF RECOMMENDATION

Receive and file the 2023 Economic Vitality Program report

Sample Motion: I move to receive and file the 2023 Economic Vitality Program report.

BACKGROUND

The annual report on the Economic Vitality Program ("Program") was last provided in 2019. Reports were not provided for years 2020, 2021, and 2022 due to COVID-19 and staffing transition.

The Program consists of activities related to all City Departments, including General Government; Administrative Services; Community Development; Public Works; and Parks, Recreation and Community Services. The Program is overseen by the City Manager's office with primary responsibility assigned to the Assistant City Manager. The integrated nature of the Program in the City organization is fundamental to its approach in promoting a vital and sustainable economy in Carpinteria.

Outlined in this report are the various Program activities, projects, and services that contribute to economic vitality in Carpinteria.

DISCUSSION

A. General Government

Program items managed annually by General Government staff may include business attraction and retention activities, legislative action and/or advocacy, visitor services (e.g., HOST Program), and communication and coordination with the Chamber of Commerce.

Legislative Advocacy and Development

The City has taken positions on legislation or developed legislation that supports local businesses in several ways, including, but not limited to:

- A moratorium on formula businesses
- Protection of the City's affordable housing stock, including letters of opposition to various proposed bills affecting housing and threatening local control, changes to Zoning regulations and Zoning Map regarding Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU) regulations, and anti-displacement measures, to name a few.
- Anti-Displacement program regulations were initiated by the City Council in May of this year. Related work to date includes adoption of a just-cause eviction ordinance to protect tenants that was adopted as an urgency matter in September. The anti-displacement program, in part, serves to protect housing for workers in key local industries such as hospitality.
- COVID-19 Outdoor Business Permit Program and Downtown "T" Parklet Permit Program: Allows use of private property outdoor spaces and City right-of-way for limited business operations, initially to comply with County health orders and to support businesses during the pandemic, and later in acknowledgment of ongoing risks and to support economic recovery efforts.

HOST Program

The City's HOST Program exists primarily to support and promote visitor services in the Downtown. Every weekend from Memorial Day through Labor Day in September, City HOSTs volunteer their time at the downtown Visitor Center greeting visitors, answering questions about the Carpinteria Valley and providing information on activities that appeal to a variety of interests. During the 2023 Season, HOST greeted 3,282 visitors representing 28 states and 13 countries, including many Californians.

General Business Assistance

- In the past, City staff maintained an Available Commercial Properties inventory on the City's web page; however, this was discontinued due to the current real estate climate post-pandemic and diminished utility.
- To develop and maintain relationships and support local business, City staff and elected officials attend various business-related events such as the annual State of the City and County events, Chamber mixers, and the annual UCSB South County Economic Summit.

Chamber of Commerce

In the past, the City Manager served as an ex-officio member of the Carpinteria Valley Chamber Board of Directors. In addition, members of City Council and the Chamber Board of Directors met as the City/Chamber Committee to work on cooperative projects and programs aimed at improving the business climate in Carpinteria. Since the last Program report in 2019, the Carpinteria Valley Chamber of Commerce merged with chambers from Santa Barbara, Goleta, and surrounding areas, to form the Santa Barbara South Coast Chamber of Commerce ("Chamber".) After the merger, the Chamber initiated the Carpinteria Business Committee. The committee last met on October 17, 2022, and has since dissolved; however, according to the Chamber, several members sit on other Chamber committees where similar discussions occur.

In partnership with the Chamber, the City sponsors and participates in the Chamber's annual State of the City event and the Carpinteria Community Awards Gala. In addition, to maintain communication with the Chamber on Carpinteria-specific issues, the City Manager, Assistant City Manager, and Chamber Executive Director endeavor to meet at least quarterly to discuss overlapping matters of interest with the goal of assisting Chamber efforts that are in alignment with City policy, as well as improving mutual understanding for individual policies not in exact alignment. The Chamber's current programs and priorities include, but are not limited to:

- Housing, including State and local legislation pertaining to Average Unit Density, City Housing Elements, and Regional Housing Needs Allocation[1]. To promote workforce housing as a critical piece of the region's economic development.
- Pandemic Response & Recovery[2]. To address long-term recovery strategies, emerging issues, and additional challenges businesses faced during reopening.
- Techtopia[3]. A moniker for what the Chamber calls the "bustling hub of tech companies ranging from startups to industry leaders." Techtopia aims to promote and expand the "thriving technology and manufacturing industry on the Santa Barbara South Coast."
- Childcare[4]. To ensure a stable and equitable workforce.
- County's Climate Action Plan[5]. To ensure economically feasible and impactful climate policies.
- Homelessness[6]. To address the well-being of individuals and the community at-large. Additionally, it recognizes the impact homelessness has on businesses, tourism, and the local economy and encourages business participation in regional homelessness discussions and solutions.

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[1] https://sbscchamber.com/wp-content/uploads/2023/03/Roadmap-to-Recovery-The-Road-Home.pdf
[2] 5e553e0f-aae8-4f4a-95a0-6c4b166c2b20.pdf (constantcontact.com)
[3] https://sbscchamber.com/advocate/special-projects/
[4] https://sbscchamber.com/advocate/special-projects/
[5] https://sbscchamber.com/advocate/special-projects/
[6] https://sbscchamber.com/advocate/special-projects/

The City and Chamber work individually and cooperatively in many of these areas. Some examples include:

- Carpinteria Business Recovery Survey Walk: Assistant City Manager, Michael Ramirez, and Chamber Staff spoke to business operators about their recovery challenges and needs, and encouraged business owners to complete a recovery needs survey developed by the Chamber (May 2022).
- Promotional Ribbon Cutting events such as BEGA's Flip the Switch event to celebrate the company's large solar project (September 2022), and more recently the grand opening of Lokomania (August 2023.)
- Workshop Participation: Regional Economic Action Coalition (REACH) Economic Development Roundtable (May 2022.) Santa Barbara County Workforce Housing and Economic Development Workshop (May 2023).
- Safe Parking Program Pilot: Provides a safe place to sleep at night for individuals experiencing homelessness and living out of their vehicle, and connects individuals to resources.

Measure X

A portion of revenues from Measure X have funded Economic Vitality-related programs and services, including $200,000 allocated in the 2023-2024 adopted City budget for addressing mid and long-term impacts of the pandemic on small businesses. One example of how these funds will be spent in the current fiscal year is the purchase of prefabricated modular parklets in order to assist with upfront costs related to the City Council-approved permanent parklet program. Measure X also helps to support the City's Community Resource Officer position that provides expanded public safety, including business outreach.

B. Community Development

The Community Development Department (CDD) has a direct impact on the economic vitality of Carpinteria by providing the overall framework for the physical development of the City, encouraging new private investment and promoting the City as an attractive and safe place to live, work, and visit. Additionally, the Department oversees enforcement of local laws through its Code Compliance division to ensure the City's business districts are accessible, safe, and attractive. The Code Compliance team is instrumental in support of the City's economic vitality efforts by helping to ensure that properties are properly constructed and maintained, parking laws are adhered to, illegal and misplaced signs are corrected, and no smoking in public space rules are enforced, to name a few. Also, City Code Compliance Officers are working proactively with homeless outreach service organizations and the Sheriff's Department in their involvement with the City's homeless population

Notable projects since last annual report include:

- 700 Linden Avenue
- Via Real Hotel
- Surfliner Inn
- The Carpinteria Farm, Hospitality and Residential Project

Details on the status of these projects, and others, can be found in the recently published 2023 Carpinteria Valley Economic Profile (Attachment A.)

Housing

CDD provides a variety of activities that support the maintenance and development of workforce housing. In addition to efforts stated in the Legislative Advocacy and Development section, CDD is shepherding several mixed-use projects at various stages of development, including 68 residential and apartments units. Additional detail on the status of these projects is included in the 2023 Carpinteria Valley Economic Profile (Attachment A.).

The Department also oversees programs and implements regulations aimed at preserving the City's housing stock and affordability, including, but not limited to, city regulations that serve to limit short-term vacation rental, condominium and cooperative ownership conversions, and mobile home park conversions.

General Business Assistance

CDD staff provide a variety of assistance to new and existing businesses, including but not limited to, zoning, development, business expansion, and certificates of occupancy.

C. Public Works

The Public Works Department is responsible for the administrative, engineering, operations, and maintenance of the City infrastructure. The Department provides staff support to the Downtown "T" Business Advisory Board, the Traffic Safety Committee, and the Tree Advisory Board, and represents the City on regional transportation matters. The Public Works Department directly and indirectly impacts the local economy by making needed infrastructure improvements and maintaining City infrastructure. This work supports and encourages private investment and quality of life for both residents and visitors. The Department has on-going programs to maintain and improve the City's public realm such as administering environmental programs (e.g., stormwater quality, solid waste, resource conservation, etc.); upkeep of parks, open space, and public facilities; cleaning and painting street furnishings; repairing asphalt and concrete pavement; curbs, gutters and sidewalks; and trimming and replacing street trees. The improvement and maintenance of City infrastructure is critical to attracting and

maintaining business, supporting private property values, and promoting the community as a safe and attractive place to live and visit.

A list of the Public Works Department's completed and scheduled economic vitality related activities since the last report include, but are not limited to:

- Public Parking Lot No. 1 improvements, i.e., Electric Vehicle Charging Stations, regulatory changes concerning overnight parking, etc.
- 2022 Pavement Rehab Project
- 2023 Pavement Maintenance and Rehabilitation Project
- Linden Avenue Improvements Project
- Franklin Creek Trail Improvement Project
- Carpinteria Skate Park Project
- Linden Avenue Beach-End Beautification Project
- Parklet Permit Program

Additional detail on these projects, and others, is included in the Capital Improvements section (p. 112) of the 2023-24 Adopted Budget[7].

Downtown "T" Business Advisory Board

- As it relates to on-going general promotion of Downtown business activities, economic growth, and infrastructure maintenance of the Downtown "T" (sidewalks, street furniture, parking lots, street lighting, landscaping), the Downtown "T" Business Advisory Board (DTBAB) makes recommendations to the City Council concerning use of assessment district revenues for these purposes.

Special Events

- Community activities, especially special events, also stimulate participation and invite tourism which in turn provides vitality to the Carpinteria community's local economy. The Public Works Department administers the permitting of various special events, including but not limited to:
    - California Avocado Festival
    - Holiday Spirit Parade
    - Independence Day Parade
    - Surf 'n' Suds Beer Festival
    - Carpinteria Farmers Market

[7] https://carpinteriaca.gov/wp-content/uploads/2023/06/FY-2023-24-Adopted-Budget-06.26.2023-Final.pdf

- Rods and Roses Classic Car Show
- Amgen Tour of California

D. Parks, Recreation, and Community Services (PRCS)

Open space conservation and the creation of City parks are investments that produce significant local economic benefits. Parks provide intrinsic environmental, aesthetic, and recreation benefits to our community. Parks enhance property values, increase municipal revenue, bring in homebuyers, tourists and businesses, and attract retirees. A well-developed park and trail system benefits public health, community identity, and improves property values and local economic metrics. PRCS provides, is currently working on, and/or has completed several significant projects, programs, and services that will serve to improve the economy in the Carpinteria community, key items include, but are not limited to:

- Carpinteria Bluff II Trail
- Carpinteria Skate Park
- Carpinteria Rincon Trail Project
- Monte Vista Park Play Structure Replacement
- Senior Services
- Ocean Lifeguard Service
- Library Services

POLICY CONSISTENCY

The Economic Vitality Program is consistent with the City's Mission to enhance the City's economic base in a manner that is consistent with the needs and preferences of the community.

FINANCIAL CONSIDERATIONS

There are no financial considerations at this time.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal considerations associated with receipt and file of this report.

OPTIONS

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

PRINCIPAL PARTIES EXPECTED AT MEETING

No principal parties expected to attend.

ATTACHMENTS

Attachment A: 2023 Carpinteria Valley Economic Profile

Staff contact: Michael Ramirez
(805) 755-4450, Michaelr@Carpinteriaca.gov

Signature

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

Signature

ATTACHMENT A

2023 Carpinteria Valley Economic Profile

CITY OF CARPINTERIA, CALIFORNIA
WORLD'S SAFEST BEACH
INCORPORATED 1965

CALIFORNIA
Economic Forecast

The 2023 Carpinteria Valley Economic Profile

Volume 6 September 2023

Prepared for:

City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013
(805) 684-5405

Prepared by:

The California Economic Forecast
Mark Schniepp, Director
5385 Hollister Avenue, Box 207
Santa Barbara, California 93111
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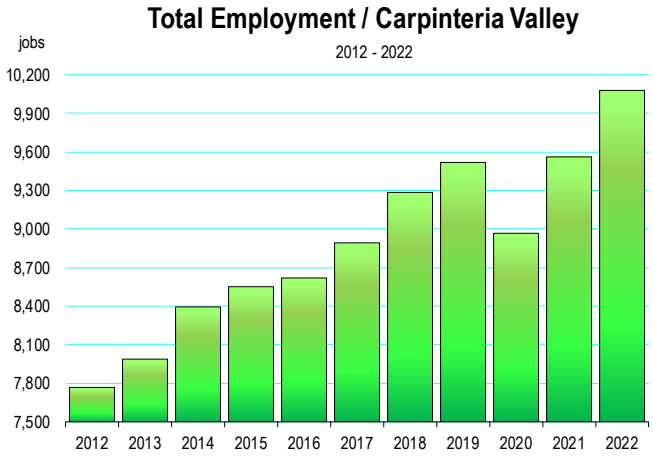
Table of Contents

Executive Summary	**1**
Demographics	**8**
Employment and Income	**14**
Residential Real Estate	**19**
Commercial Real Estate	**22**
Retail Trade and Tourism	**25**
New Development	**29**
Quality of Life	**38**
Data Sources	**43**
Acknowledgements	**44**

EXECUTIVE SUMMARY

Overview

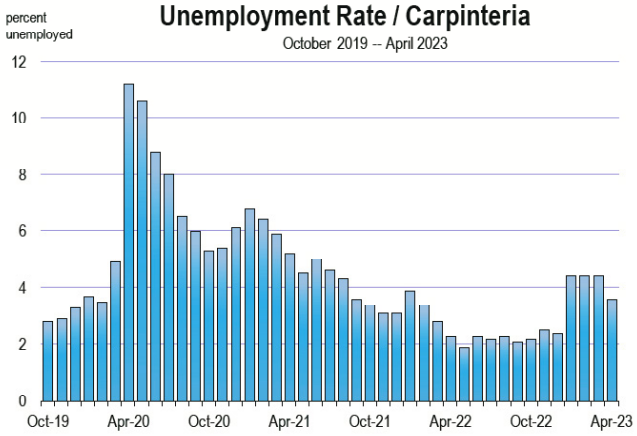
The Carpinteria Valley is a community of just over 16,000 residents. The community has always been a diverse economy consisting of emerging tech companies, advanced manufacturers, and healthcare products and services firms. The agriculture sector employs more people than any other industry, followed by manufacturing. Software and IT development have historically been a principal labor market sector in Carpinteria along with the hospitality sector supporting tourism.

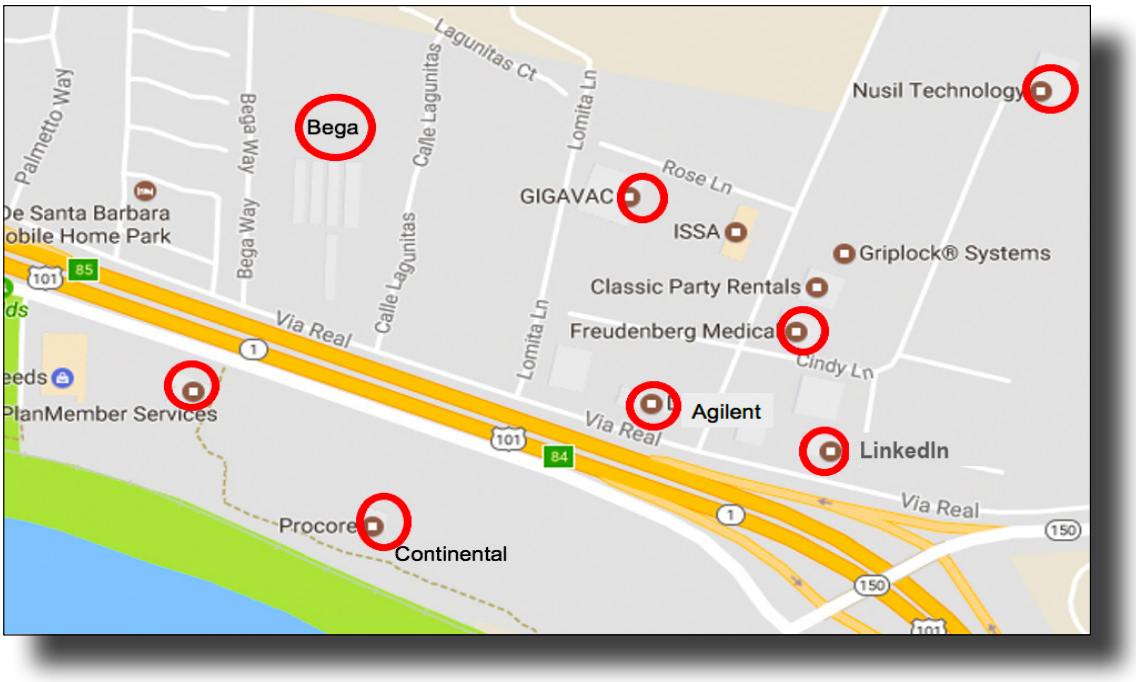


The labor market is fully utilized today. In April 2023, 3.6% of Carpinterians actively seeking employment were unemployed. Since 2020, construction has been the fastest growing employment sector, followed by entertainment & recreation services, and private education. All of the jobs lost in the pandemic recession of 2020 were fully restored in 2021, led by accommodation and food services. Between 2021 and 2022, an estimated 517 total new jobs were created.

The largest employer in the Valley is software developer, Procore, followed by Agilent Technologies, providers of diagnostic instruments and software, and the Carpinteria Unified School District which serves all public school students in grades K-12. LinkedIn and Nusil Technologies round out the top 5 largest employers in the region.

The city attracts a large volume of visitors to its beaches including the State and City beach, the Carpinteria Bluffs for hiking, the Salt Marsh Preserve for bird watching, and the annual Avocado Festival.





Largest Employers in the Carpinteria Valley.

LinkedIn. The campus on Via Real includes 87,000 square feet on 15 acres. The company is now a subsidiary of Microsoft and the principal focus of the Carpinteria operation is the production of tutorial videos for online learning.

The 230 acre park is dominated by an estuary set aside as a sanctuary for shorebirds. The preserve includes a 1.2 mile hiking trail with several observation areas for bird watching.

Tourism

The presence of visitors and their spending represents a significant contribution to the Carpinteria Valley economy. Tourism generates substantial revenues for the city's general fund, supports a significant number of jobs, and accounts for more than half of all retail sales transactions in the city of Carpinteria, including at local shops, restaurants, recreational sites, and gasoline stations.

The State Beach attracted an estimated 895,000 visitors in the latest reporting year, and these visitors spent approximately $50 million in Carpinteria.

There are seven formal transient lodging facilities with 594 rooms in the region, and more than 200 short term vacation rental properties. Hotel/motel occupancy is high to full during the summer months. In fact, peak level occupancy has precipitated the need for additional transient properties, which are now in development.

Annual room sales will record new highs in the city during fiscal year 2022-2023.

Source: Edhat Santa Barbara

The short term visitor rental industry has grown in popularity over the years and contributed a record $844,000 in transient occupancy tax revenues to the City of Carpinteria during calendar 2022.

The annual California Avocado festival was first held in 1987 and has been an ongoing annual celebration of the avocado ever since. It is the largest community gathering in the city estimated to attract 100,000 visitors over the 3 day event.

Commercial Real Estate

Despite rising employment in the office sector, remote work-from-home and hybrid work schedules have reduced the need for office space. There are fewer workers utilizing the office on a daily basis. Consequently, employers need less office space and have downsized as they renew leases, or have vacated some space and are marketing it for sublease.

Linden Avenue, downtown Carpinteria

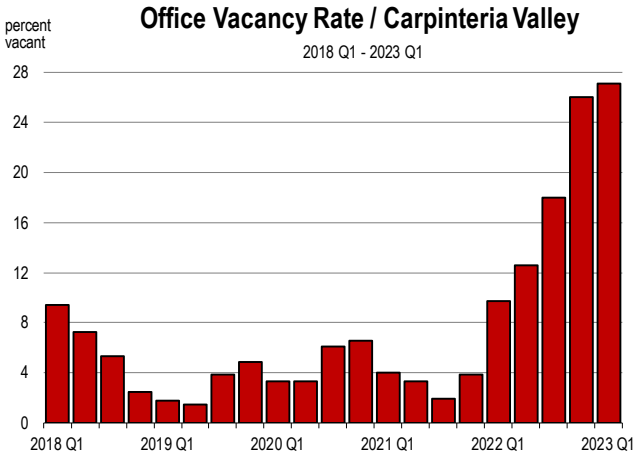
A large amount of space---approximately 27 percent of the total office market---is currently available for lease. Much of this space has been vacated by ProCore the largest employer in Carpinteria.

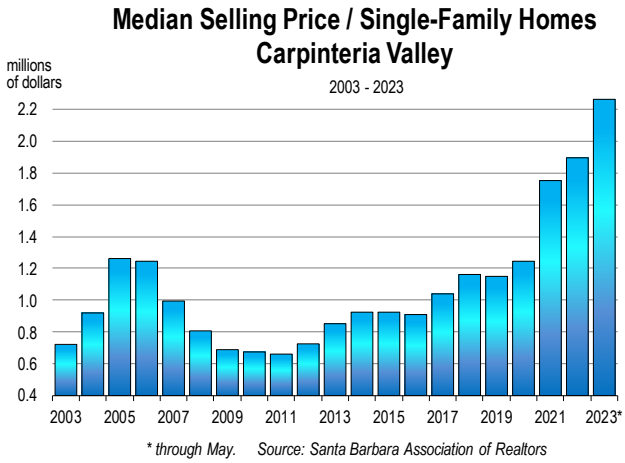
Manufacturing and technology are the most important sectors of the Carpinteria Valley economy. Historically, the high rates of both office and industrial market utilization are a testament to the strength of the Carpinteria Valley as a desirable business location along the Central Coast. While all office utilization is now in flux, the industrial sector remains a strong competitor to neighboring cities Santa Barbara, Goleta, and Ventura. Currently, industrial vacancy is negligible.

Residential Real Estate

The existing housing market is characterized by extraordinarily low inventory, high mortgage rates, and record high selling values, all of which conspire to limit home sales in the current environment.

The median selling value of a single family home in Carpinteria during 2023 was $2.3 million, an increase of 19 percent over the median selling value of all homes sold during the 2022 calendar year. There has been no correction observed in home prices despite high mortgage rates and the attendant slowdown in housing demand.

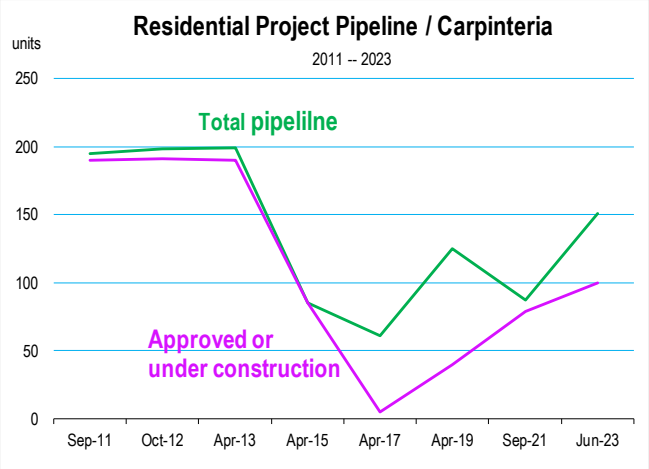




** through May. Source: Santa Barbara Association of Realtors*

New Housing Development

Fourteen homes are currently under construction along with 9 approved homes waiting to start construction this year. Just over 80,000 square feet of commercial space is under construction, including the 700 Linden project that will substantially upgrade a full city block of commercial space in the center of town.



Currently, the new residential pipeline is the largest since 2013 with 151 housing units in some stage of the planning process; 100 of these units have been approved.

With the formal application of the Carpinteria Farm project in February 2023, there is a record 417,000 square feet of commercial and industrial space in the total non-residential pipeline, with 226,000 square feet of space now approved or underway.

The Farm project features 99 transient rooms, an organic farm, restaurant, spa and commercial space, all totaling 122,200 square feet of development.

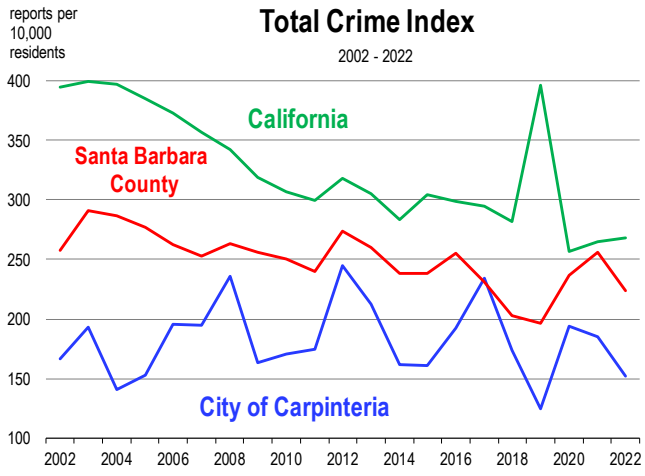
Artist rendering of 700 Linden at 8th Street.

Quality of Life

Regional economic conditions are both supported and sustained by quality of life factors present in the community. These include educational attainment of the population, their relative income, public safety and general mobility of the population to access their workplace, and acquire goods and services efficiently.

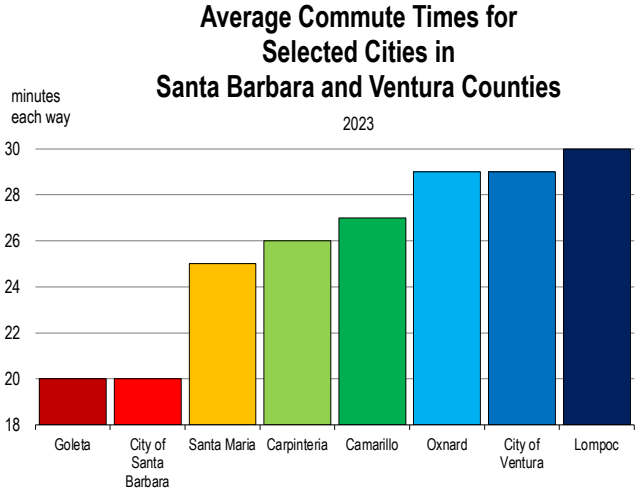
Residents of the Carpinteria Valley enjoy a relatively high standard of living, and 39 percent of the population has a 4 year college degree or higher. For the greater Santa Barbara County area, 35 percent of the population has earned a bachelor's degree or higher.

Crime rates in Carpinteria remain extraordinarily low despite the uptick observed in many cities and towns during 2020 and 2021. The incidence of both property and violent crimes in Carpinteria is still among the lowest levels observed in Central Coast communities, and is significantly lower than those prevailing across California.



Commute times for Carpinteria residents averaged 26 minutes in 2022. This average was higher than commuting residents in neighboring Santa Barbara but lower then commuting residents of Ventura and Oxnard. Highway 101 construction largely played an influencing factor in the commuting time averages.

Though the lengthy Highway 101 widening project continues between Santa Barbara and Summerland, the phase of construction through Carpinteria is now complete. Consequently, peak hour congestion is expected to markedly improve in Carpinteria this year and especially by mid 2024 when the Rincon to Ventura phase is scheduled for completion.



DEMOGRAPHICS

Demographic trends can be highly influential for regional economies.

Population growth is an important driver of economic activity, as it typically results in a larger income pool and greater consumer spending, which brings new customers to local businesses. It also creates demand for housing, which can spur the construction industry and lead to gains in property tax revenue.

Income is strongly related to educational attainment, and regions with a highly trained workforce often have a larger share of individuals in the upper income categories.

Population Growth

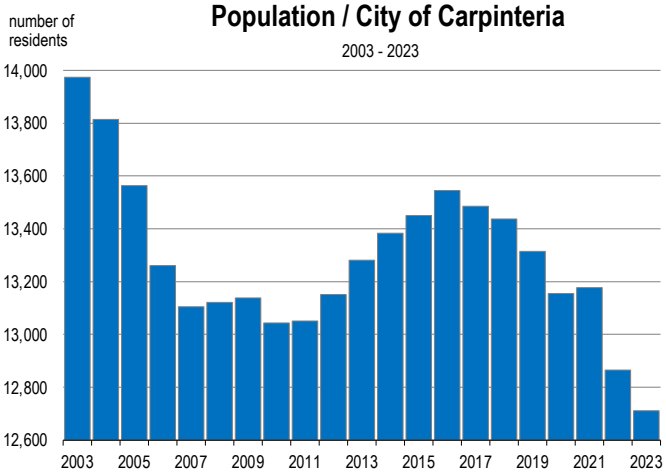
The Carpinteria population is now declining, with the City of Carpinteria losing approximately 150 residents in 2023.

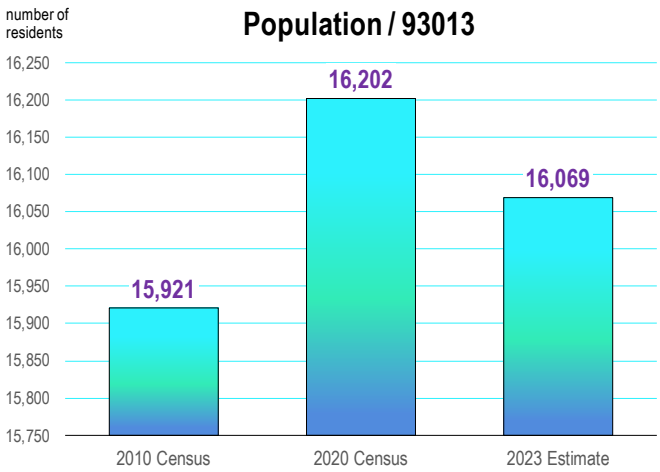
According to the Department of Finance, the city of Carpinteria has 12,711 residents as of 2023. This sends it back to population levels that were last observed in 1987.

The population has been shrinking since 2016. Between 2016 and 2023, the overall population fell by approximately 830 residents as high home prices resulted in a meaningful wave of out-migration.

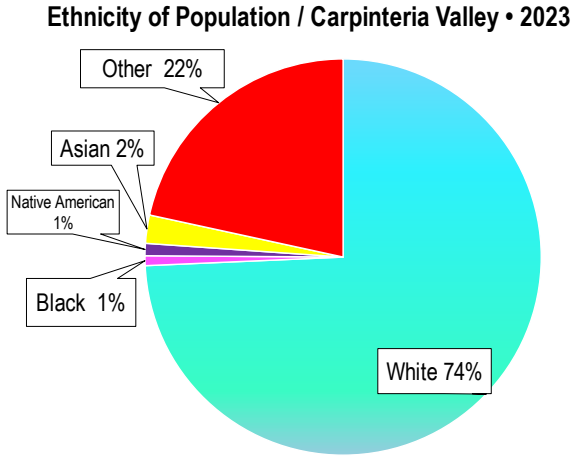
Housing prices have become a serious issue that have limited population growth and have made it difficult for low-income households to live in Carpinteria.

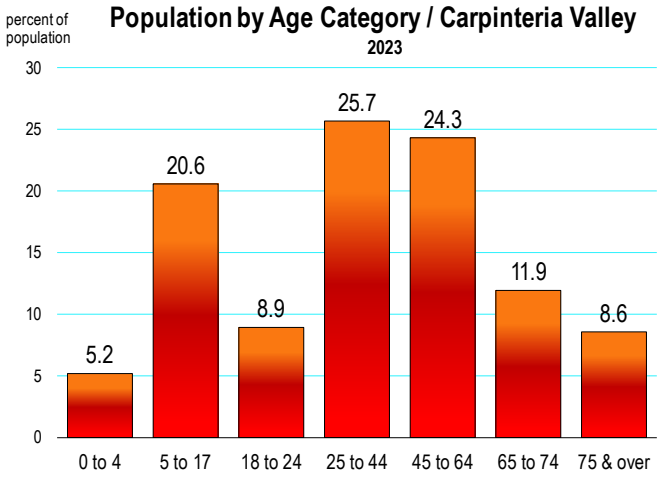
The population of the Carpinteria Valley, which includes the City of Carpinteria and the entirety of zip code 93013, is 16,069 residents in 2023. The Valley-wide population has been remarkably constant over the last 13 years.





DEMOGRAPHICS





Ethnicity and Age

White alone constitutes the largest ethnicity of Carpinteria Valley residents, followed by a mix of 2 or more races. Asian, Black/African American, and Native American round out the balance of the population's ethnicity. The composition of ethnicity in the Valley has been relatively constant since the 2010 census.

Just over 20 percent of the resident population is under 18 years old, largely constituting the pre-school and K-12 school age population. In 2023, The 5 to 17 year old population population was estimated at 2,470 children.

Principal School	Fall 2022 Enrollment
Canalino Elementary	506
Aliso Elementary	347
Carpinteria Family	70
Summerland Elementary	49
Carpinteria Middle	438
Howard School	78
Carpinteria High	678
Cate High School	279

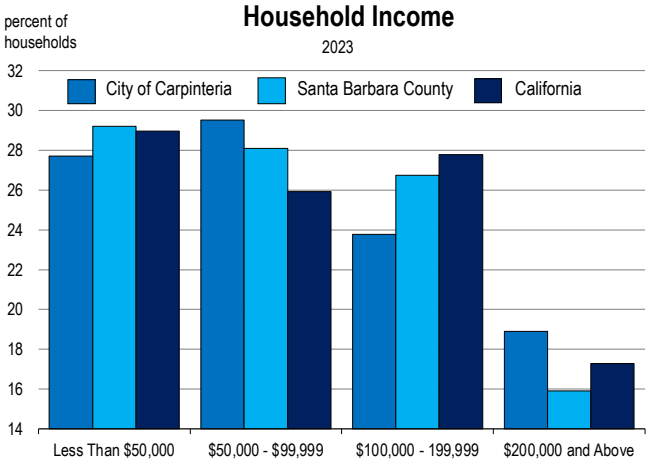
Source: California Economic Forecast

College age population constitutes 9.2 percent of the total. Entry and mid-level managerial worker age populations (25 to 44 years old) account for the largest population share at 27 percent. The population that would overlap with the senior level workforce comprises 24 percent of Carpinteria Valley residents. The retirement age population (65 years and over) accounts for nearly 19 percent of the local population.

Household Income

- The Carpinteria Valley has evolved as a relatively affluent area where residents report higher incomes than the average California or average Santa Barbara County resident.

- As of 2023, the median household income in the city of Carpinteria is $83,882, which is lower than Santa Barbara County ($84,816) and California ($89,113).



- More than 40 percent of households earned $100,000 or more. An unusually high share (almost 19 percent) earned more than $200,000.

- Carpinteria also has a flatter distribution of income than California or Santa Barbara County. Carpinteria has a larger share of households with incomes between $50,000 and $199,999 and a lower share of households with incomes below $50,000.

- Housing costs in Southern Santa Barbara County, including Carpinteria, have come to influence the distribution of income in the resident population. Because housing affordability remains a growing issue, higher income households are better able to obtain housing in the region. Over time, higher income households have moved into Carpinteria and some low income households have migrated elsewhere.

Education

- According to Claritas, a demographic data company, 23 percent of residents aged 25 and older have a bachelor's degree in the City of Carpinteria, and 14 percent have an advanced degree.

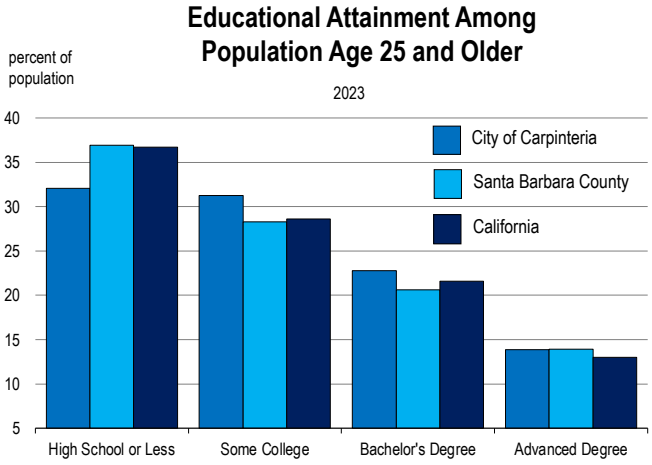
- Across Santa Barbara County, 21 percent of residents have a bachelor's degree and 14 percent have an advanced degree.

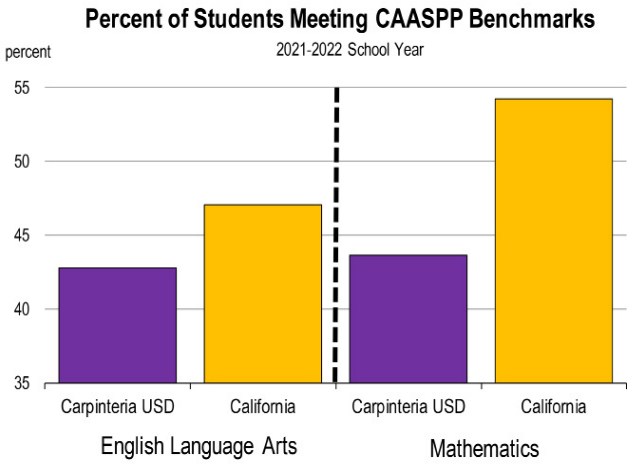
Demographic Snapshot **Carpinteria 2023**

	Population	Population Change Since 2010 (%)	Population in Labor Force (%)	Population in Poverty (%)	Median Household Income ($)	Population with 4-Year Degree or Higher (%)
City of Carpinteria	12,711	-2.3	65.3	3.0	83,882	36.7
Santa Barbara County	448,731	5.9	63.2	6.6	84,816	34.8
California	39,455,491	5.9	63.5	8.6	89,113	34.7

	Population Age 5-17	(%)	Population Age 25-64	(%)	Population Age 65+	(%)
City of Carpinteria	2,108	15.9	6,637	51.1	2,588	19.5
Santa Barbara County	72,939	16.3	209,385	46.7	74,753	16.7
California	6,382,689	16.2	20,793,813	52.7	6,368,969	16.1

Source: California Department of Finance, Claritas, California Economic Forecast





- Statewide, 22 percent of the population has a bachelor's degree and 13 percent has an advanced degree.

- Approximately 31 percent of Carpinteria residents have earned an associate's degree, or have attended some college classes without graduating, while 23 percent have a high school diploma or less.

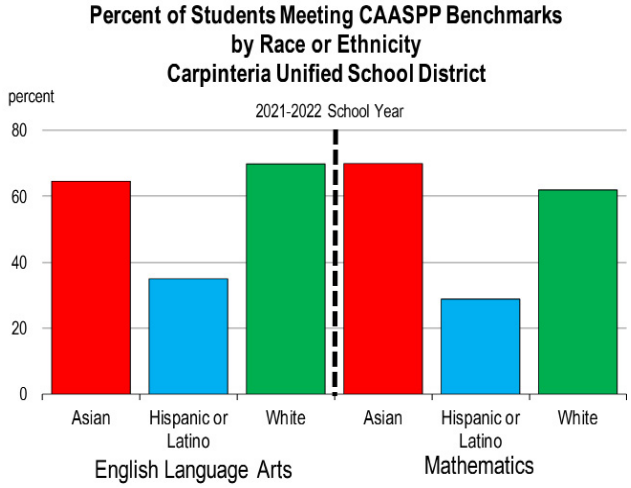
California schools now administer the CAASPP exam – a replacement system for the old California Standard Test (CST).

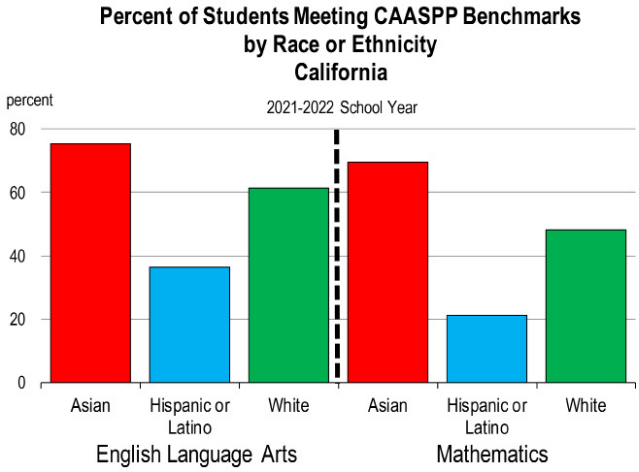
The State of California has established benchmarks for student scores, and schools can be evaluated by the rate at which their students pass these benchmarks.

Because information for the 2022-2023 school year is currently still unavailable, the most recently available data is for the 2021-2022 school year.

- On the English Language Arts portion of the CAASSP, approximately 43 percent of students met testing benchmarks in the Carpinteria USD, according to the California Department of Education.

- Across California, 47 percent of students met benchmarks on the English Language Arts test.





[1] The California Department of Education only provides data for the White, Asian, and Hispanic/Latino groups for the Carpinteria Unified School District for the CAASPP.

- Approximately 44 percent of students met Math benchmarks in the Carpinteria USD, while 54 percent met benchmarks statewide.

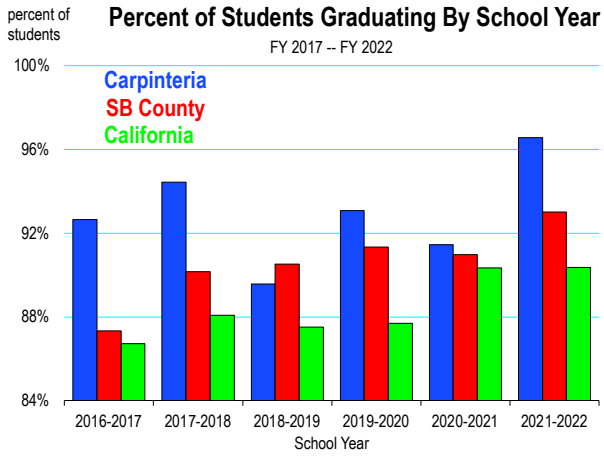
- Testing results varied by race and ethnicity. In the Carpinteria USD, 65 percent of Asian and 70 percent of White students met benchmarks in English Language Arts, while 35 percent of Hispanic or Latino students met the benchmarks.[1]

- In Math, approximately 70 percent of Asian and 62 percent of White students met benchmarks at Carpinteria USD, compared to 29 percent of Hispanic or Latino students.

- Statewide, Asian students met benchmarks at higher rates than White or Hispanic/Latino students on both tests.

The California Department of Education records the four-year adjusted cohort graduation rate each year. This includes the number of students in each cohort, the number of students who received a regular high school diploma, and the number of students who graduated meeting UC/CSU requirements.

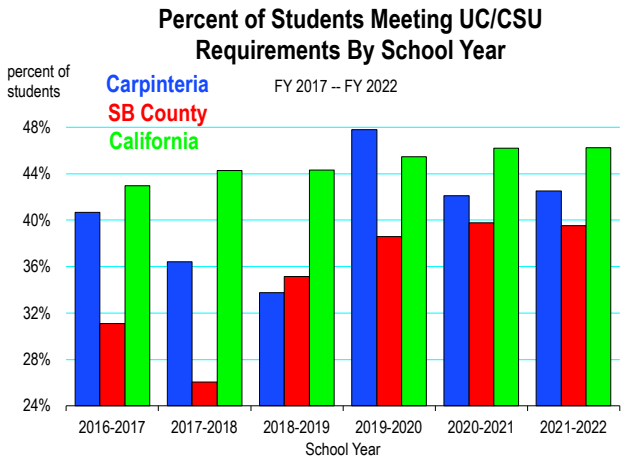
During the 2021-2022 school year, the Carpinteria Unified School district had a graduation rate of approximately 97%, which is the highest rate on record.



Santa Barbara County and the entire state of California also had their highest graduation rates in the 2021-2022 school year, both being above 90%.

These all-time high rates are most likely due to the California Legislature enacting Assembly Bill 104, which altered specific policies to help students earn their diplomas following the COVID-19 pandemic.

The pandemic took a toll on many students education during the 2020-2021 school year, and grades took a significant dip. AB 104 was signed off on by California Governor Gavin Newsom in July of 2021, and provides students with three options towards learning recovery: pass/no pass grading, student retention, and altered graduation requirements.



Evidently, the bill was successful at increasing graduation rates, even if it came at the cost of lowered academic standards.

As for the percentage of graduating students meeting UC/CSU requirements, the bill didn't seem to have much of an impact. In the 2021-2022 school year, 46% of California students met the requirements, 40% of Santa Barbara county students met the requirements, and 43% of Carpinteria students met the requirements.

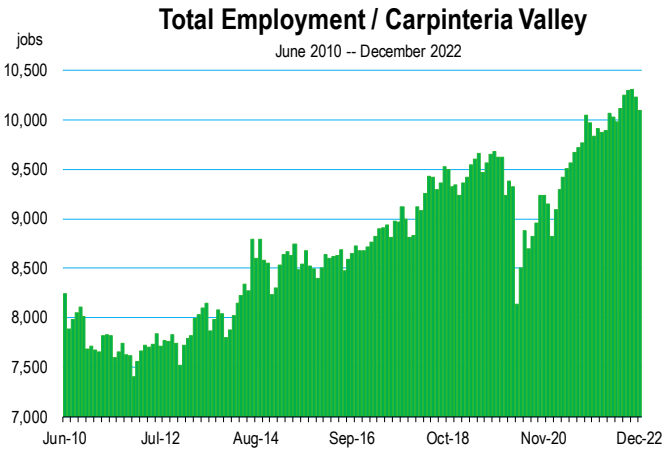
EMPLOYMENT AND INCOME

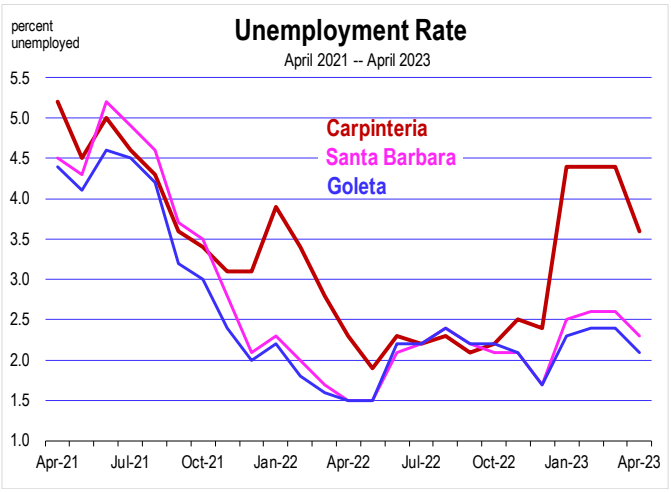
Employment and Unemployment

The labor market is currently the strongest pillar of the Carpinteria economy, indicative of California labor markets in general which are showing few signs of weakening through the first half of 2023. Total overall jobs have been restored from the pandemic recession, and total employment is now at record levels in both the County of Santa Barbara and the Carpinteria Valley.

Carpinteria is a jobs center, with more jobs available than a resident labor force to fill it. Because the population of Carpinteria is shrinking, this has limited the growth of the resident labor force amid the growing demand by local employers for workers. The region draws from the Santa Barbara and Ventura labor markets to accommodate the demand for workers, especially by the largest employers.

The unemployment rate fell to as low as 2 percent in the spring of 2022, and remained very low reflecting a very tight labor market until early 2023. It has since increased, averaging 4.0





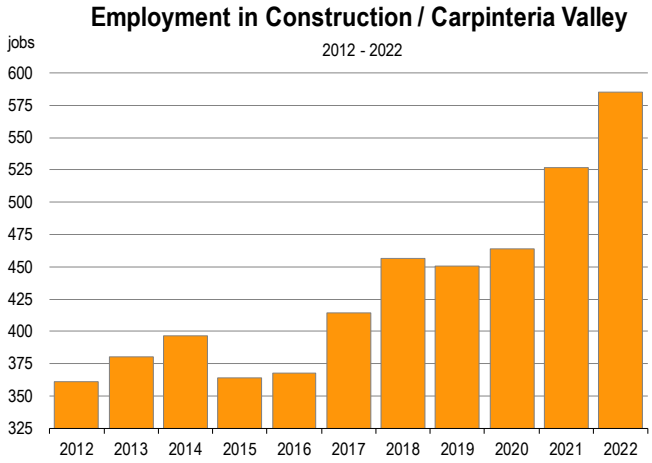
percent for the year. Unemployment rates in neighboring Santa Barbara and Goleta are also rising as the general economy slows down in 2023.

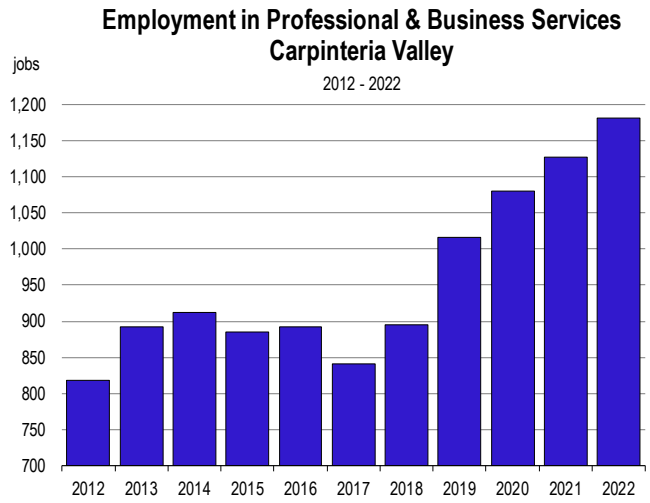
Labor markets are still fully utilized, however, and job openings are still at above average levels. Heath care and education are the principal sectors with job openings, followed by manufacturing.

Job Postings	Carpinteria Valley
	Total ads
August 2023	246
September 2021	195
February 2020	140

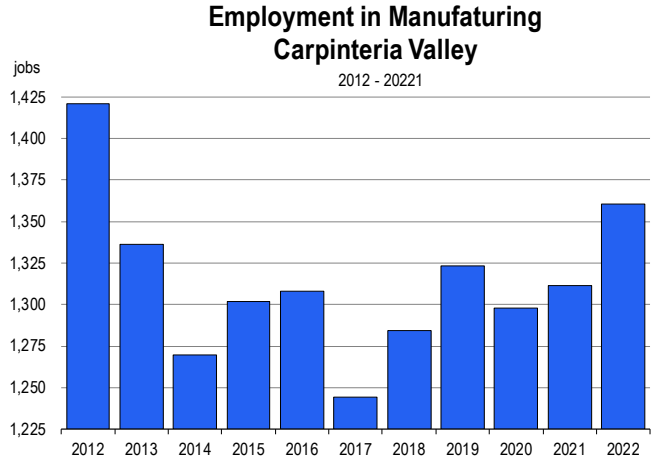
Since 2020, construction has been the fastest growing employment sector, followed by entertainment & recreation services, and private education. All of the pandemic-related job loss in 2020 was restored in 2021, including accommodation and food services. Between 2021 and 2022, an estimated 517 total new jobs were created.

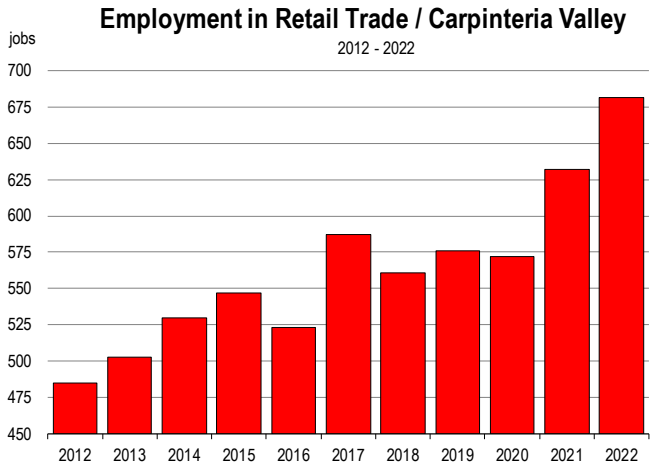
Construction employment has increased because of new development projects in the Valley, including the freeway widening and overpass project, 700 Linden, and other rehabilitation projects around the City. In view of the number of future projects in the planning process, construction employment is likely to remain at current levels for the next two years.

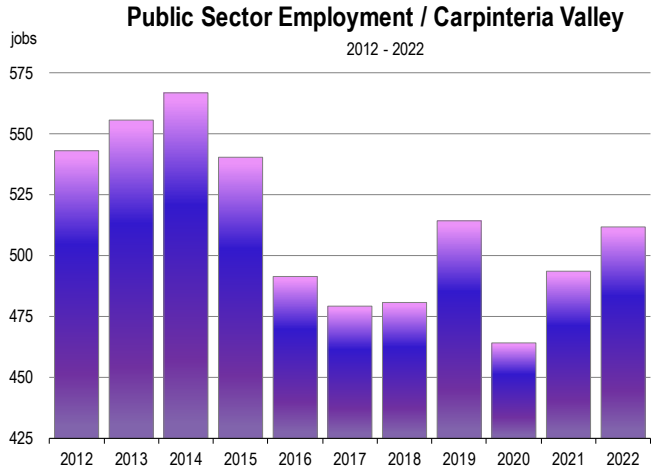




Cannabis production was surging in Carpinteria Valley in 2019 and 2020, along with agricultural employment. The industry is only producing indoor, occupying the greenhouses that used to grow orchids and other flowers before 2018. Employment remains at its highest levels although cannabis production has softened due to both steep price declines in the cultivation and retail markets, as well as an over-abundance of supply statewide.







The rebound in hotel and food services employment has been evidence of a strengthening visitor industry, and employment in retail stores has surged since the economy fully reopened in the spring of 2021. Many retail jobs in the Carpinteria Valley support resident-serving grocery stores like Albertsons and Smart & Final, but visitor-serving restaurants and bars account for 21 percent of all retail outlets and 29 percent of total retail sales.

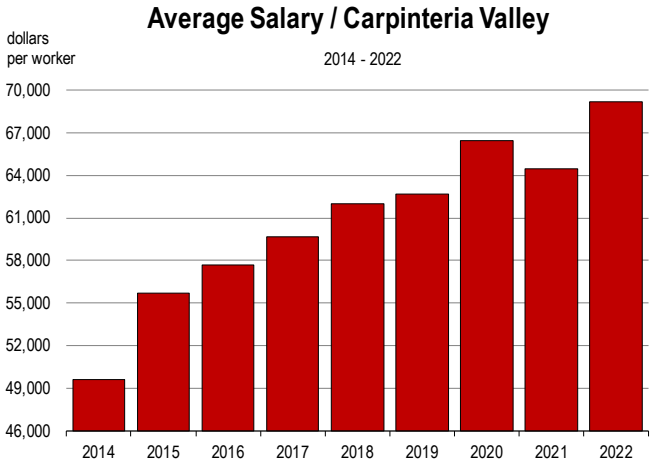
Average Salaries

Average salaries rose 7.4 percent in 2022 and are now at just under $70,000 per worker.

With an average salary of $166,000, the management sector paid the highest wages in 2022.

Employment by Sector — **Carpinteria Valley**

Sector	2018	2020	2022	2020 to 2022 pecent change
		total jobs		
Agriculture	1,295	1,575	1,845	17.1
Construction	457	464	585	26.2
Manufacturing	1,285	1,298	1,361	4.9
Wholesale Trade	710	508	521	2.6
Retail Trade	561	572	681	19.1
Information	1,211	1,041	1,071	2.9
Finance & Insurance	190	173	183	5.8
Real Estate & Rental & Leasing	140	123	126	2.7
Professional, Scientific, & Technical	323	404	415	2.6
Management Of Companies & Enterprises	98	77	54	-29.7
Admin Suppor, Waste Mgmt & Remediation	474	599	712	18.9
Educational Services (NGOs)	215	216	267	23.3
Health Care & Social Assistance	292	308	368	19.6
Arts, Entertainment, & Recreation	139	119	149	24.6
Accommodation & Food Services	1,197	819	991	21.0
Other Services	137	133	162	22.1
Utilities, Mining, Transporation, Warehousing	81	74	76	2.1
Public Sector (City, State, Schools)	481	464	512	10.3
Total, all Industries	**9,285**	**8,967**	**10,078**	**12.4**



The manufacturing, finance, information, utilities, and professional services sectors generate relatively high salaries, and dominate the largest employers in Carpinteria. Because of the large hospitality and visitor services sector, the average per worker salary is lower overall for the entire workforce in the Valley labor market.

The lowest paying sectors are hotels, restaurants, bars, and caterers. These businesses have large numbers of young workers, part time workers, and workers without college degrees, and compensation tends to be lower.

Largest Employers in the Carpinteria Valley

In the Carpinteria Valley, the California Economic Forecast identified 12 organizations that have sizeable employee headcounts. This information was obtained through phone surveys that were conducted in May of 2023.

Average Annual Salary	**Carpinteria Valley**
Sector	**2022 Average Salary***
Management Of Companies	165,898
Information	135,445
Finance & Insurance	92,985
Professional, Scientific, & Technical	92,359
Manufacturing	91,206
Wholesale Trade	81,574
Construction	67,743
Local Public Sector	67,118
Educational Services	62,848
Real Estate & Rental & Leasing	55,217
Other Services	53,897
Administration and Support Services	52,572
Agriculture	48,798
Transportation & Warehousing	47,020
Health Care & Social Assistance	40,802
Retail Trade	40,196
Arts, Entertainment, & Recreation	38,751
Hotel & Food Services	32,194
Total, All Industries	**69,165**

**dollars per worker*

Source: California Economic Development Department and the California Economic Forecast

Many of these organizations have locations in other counties, states, and nations, but the information presented in this section is limited to jobs located in the Carpinteria Valley.

For the 12 organizations surveyed, employment totaled 2,894 workers in May 2023.

Employment overall is not lower in 2023 than in 2021 when the last survey was conducted. But the largest employers now employ fewer workers than 2 years ago, due in large part to remote work and/or transfers to alternative operations or other areas.

In the Carpinteria Valley, the largest employer is still Procore, a firm that designs software programs for the construction industry. Procore expanded rapidly through 2019, growing to over 700 employees over five years. Procore's headcount in Carpinteria has declined as many workers have transferred to Procore operations in other states, notably Texas.

Agilent and Gigavac added the largest numbers of jobs over the last two years. Agilent, a medical diagnostics firm, increased its headcount by 25 while Gigavac, which makes parts for electronic vehicles, added 68 new workers.

In the public sector, the largest employer is the Carpinteria Unified School District. With 310 employees, it is also larger than any private organization except for Procore and Agilent.

Largest Employers — Carpinteria Valley — September 2023

Rank	Organization	Industry	2021 Employee Headcount	2023 Employee Headcount	Change from 2021 to 2023
1	Procore	Software Services	611	480	-131
2	Agilent	Medical Diagnositcs	425	425	0
3	LinkedIn	Private Education Services	336	274	-62
4	Carpinteria USD	Public School District	310	336	26
5	Gigavac	Industrial Manufacturing	300	300	0
6	Nusil Technology	Silicone Manufacturing	275	275	0
7	Plan Member Services	Financial Services	180	183	3
8	Bega US	Industrial Manufacturing	160	174	14
9	Continental Auto systems	Automotive Lidar Design	125	70	-55
10	Albertsons	Grocerey Store	122	124	2
11	AGIA, Inc.	Insurance Services	119	119	0
12	Freudenberg Medical	Medical Product Design	90	134	44
		Total	**3,053**	**2,894**	**-159**

Source: California Economic Forecast

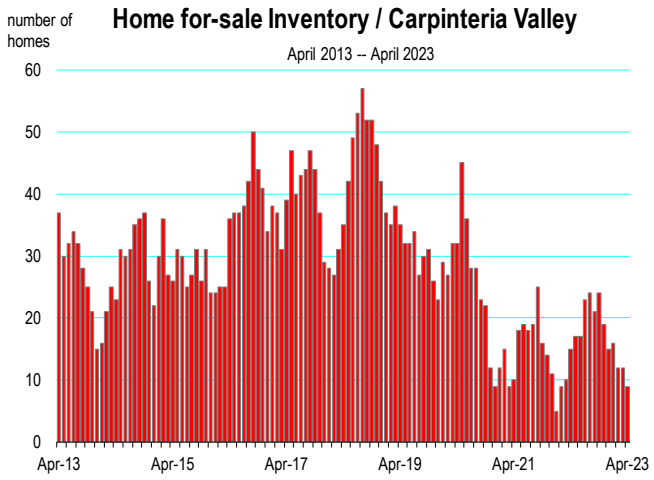
RESIDENTIAL REAL ESTATE

The 2023 housing market is haunted by the highest mortgage rates in 15 years, record high home prices, and a slowing economy. These factors have sharply reduced the number of housing transactions throughout the nation, the state and in Santa Barbara County.

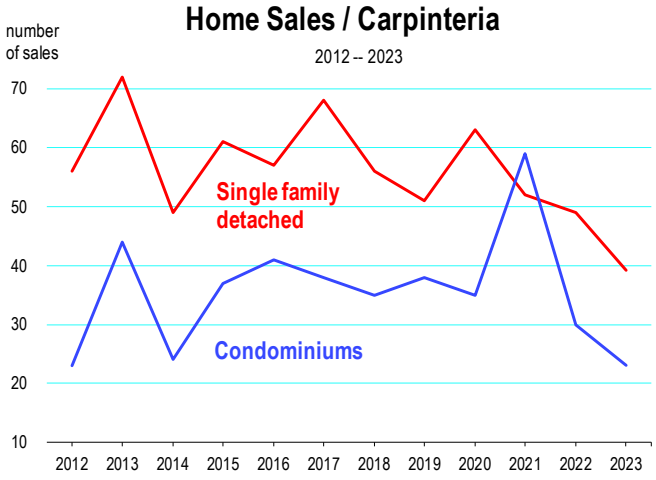
Existing home sales in the Carpinteria Valley declined 25 percent in 2022 and have dropped another 28 percent in 2023.

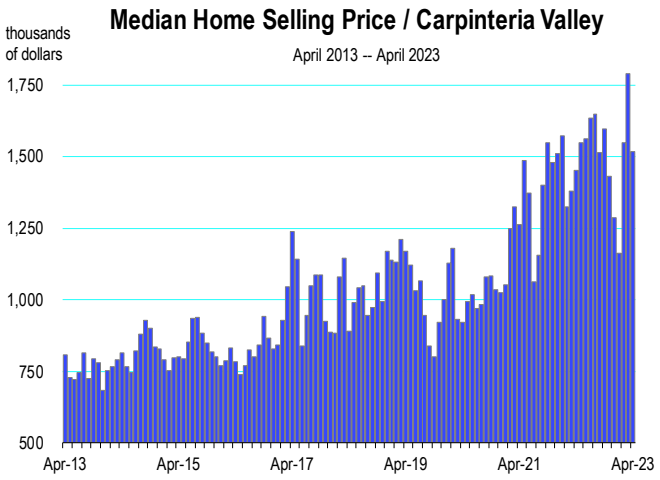
In 2021, homebuying was prolific to the point of buyer panic. Half of all properties were selling above the asking price and bidding wars were common.

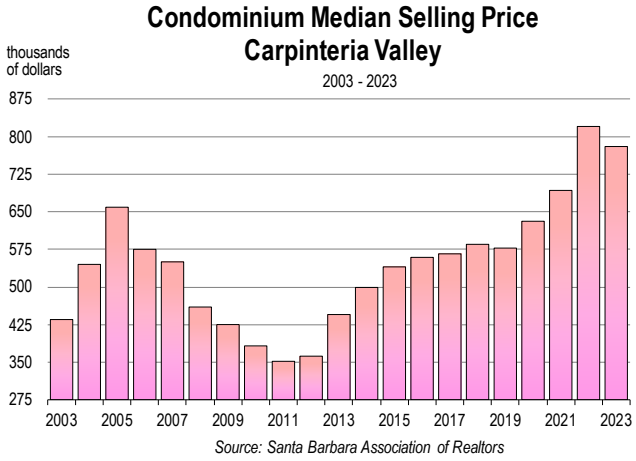
Conditions in 2023 have changed, and are largely impacted by the lack of inventory. As selling prices have leveled off and financing rates remain high, sellers are not anxious to sell their homes into a market where prices are no longer rising and in some instances are correcting.

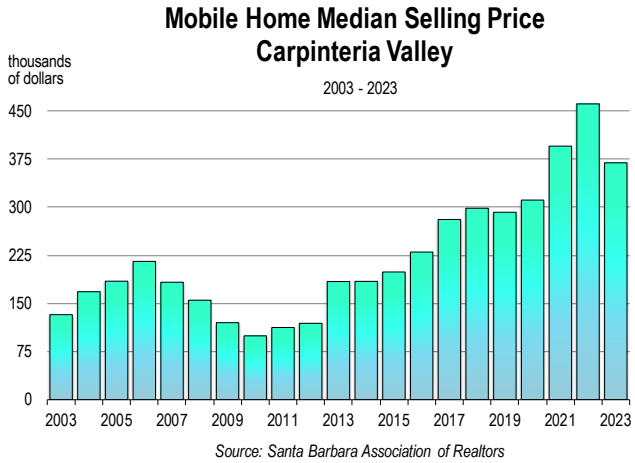


Consequently, the lack of inventory is limiting the supply of available homes which is preventing market values for homes from moderating further. In fact, selling values do not appear to have declined much due to the scarcity of available homes for sale.





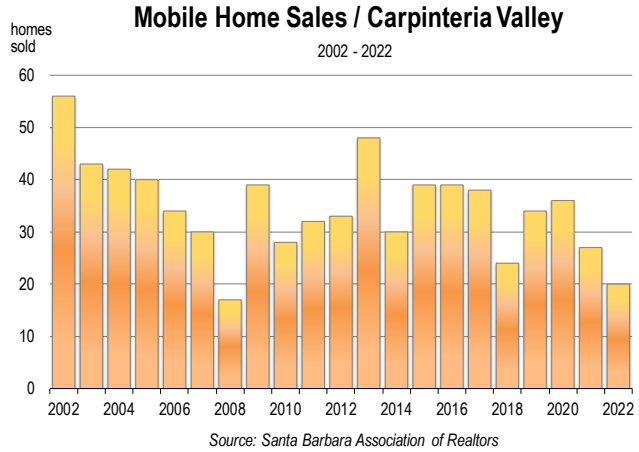




And while the available inventory of condos and mobile homes is also scarce in the Carpinteria Valley, these housing types have much lower selling prices, providing affordable options for households that are unable to enter the traditional single-family home ownership market.

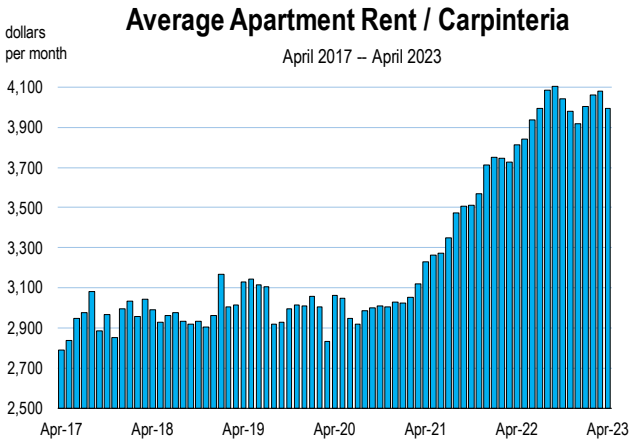
During the first half of 2023, the median price of the single family detached homes that sold was $1.8 million, as reported by Redfin. If financed at 80 percent of value, the monthly payment is $10,734. For the median-priced condo of $822,500, the monthly payment was $4,940. These payments include property tax and insurance.

Mobile homes are particularly prominent in Carpinteria and represent a more affordable housing option. The total stock of occupied mobile homes in the Carpinteria Valley is estimated at 861. Aside from rural regions, no other jurisdiction in California has a higher share of mobile homes than the city of Carpinteria. The median selling price for mobile homes peaked in 2022 at $461,000, but the median value declined for subsequent sales occurring in 2023.



In general, single family detached and condominium home prices in Carpinteria are similar to those of the broader South Santa Barbara County market. However, in the city of Carpinteria, apartments and mobile homes account for 53 percent of the housing stock, representing a larger proportion of affordable housing for resident households, compared to any other city in Santa Barbara or Ventura Counties.

Apartment rents in Carpinteria are approximately 9 percent lower than the average monthly rent for all apartments in adjacent Santa Barbara. Nevertheless, average monthly rental rates for apartment units have soared since April of 2020, rising 30 percent.



Carpinteria Valley Residential Real Estate 2017-2023*

	2017	2018	2019	2020	2021	2022	2023*
Single-Family Homes							
Listings (units)	129	145	111	127	106	106	35
Sales (units)	91	78	89	95	94	76	26
Median Selling Price ($)	1,040,000	1,161,900	1,150,000	1,245,000	1,751,902	1,865,000	2,262,500
percent change	14.3	11.7	-1.0	8.3	40.7	6.5	21.3
Condos							
Listings (units)	91	121	91	87	118	68	20
Sales (units)	74	76	72	72	108	59	16
Median Selling Price ($)	566,000	585,000	577,500	631,000	692,500	820,000	780,000
percent change	1.3	3.4	-1.3	9.3	9.7	18.4	-4.9
Mobile Homes							
Listings (units)	36	48	43	36	28	32	12
Sales (units)	38	24	34	36	27	20	11
Median Selling Price ($)	280,750	298,250	292,000	311,000	395,000	460,750	369,000
percent change	22.1	6.2	-2.1	6.5	27.0	16.6	-19.9

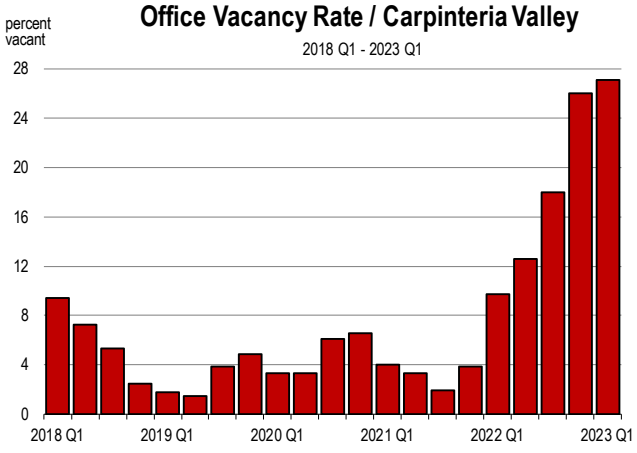
** Estimated with data for January 1 - April 2023*
Source: Santa Barbara Association of Realtors and California Economic Forecast

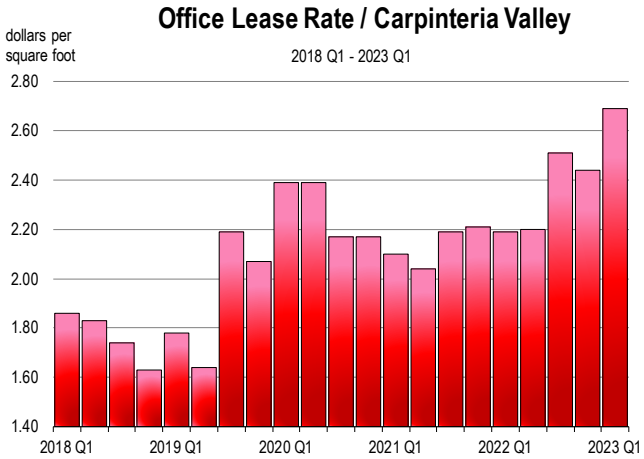
Office Market

The Carpinteria office market has been impacted by downsizing of the region's largest employer, ProCore. As of April 1, 2023, the vacancy rate had soared to 27.1 percent for the entire office market, largely due to the vacancy of nearly 80,000 square feet of space in two buildings on Carpinteria Avenue---both Procore subleases.

The next largest vacancy is just under 9,000 square feet on Cindy Lane. After that, there are few other vacancies. The current environment demonstrates how every vacancy can make a large splash in a limited inventory market.

Rising vacancy in the general office market today is the result of the workforce shifting to remote work locations, typically their homes. The ProCore subleases are due to shifts by many of ProCore's employees to alternative company locations in the U.S, particularly Austin Texas.

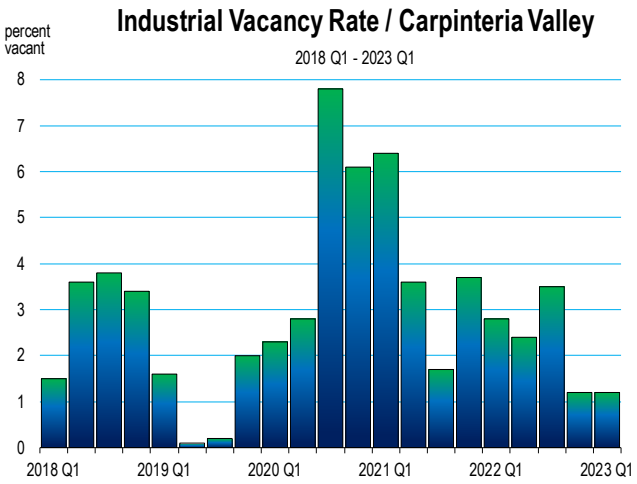




Most Carpinteria area employees are now working in the office but an estimated 25 to 35 percent are on a hybrid schedule, and most local companies have maintained their office leases. Consequently, with very few actual vacancies, average lease rates have held firm or have continued to marginally rise.

Very few office-using firms have had major layoffs over the last year, and some have expanded despite the slowing business cycle in 2022 which has continued into 2023.

LinkedIn now operates with a policy that enables all permanent employees to work-from-anywhere, opening the door to downsizing its physical footprint. However, because LinkedIn's Carpinteria campus is unique in that it produces educational videos that frequently require sophisticated equipment, many workers need to be on site. Furthermore, Linkedin owns the space, so it's likely to retain the entire campus intact to accommodate future growth.



Industrial Market

Over the last 6 months, industrial leasing has been active throughout the South Coast, and lease rates for space have been flat in Santa Barbara, and generally rising in Goleta and Carpinteria.

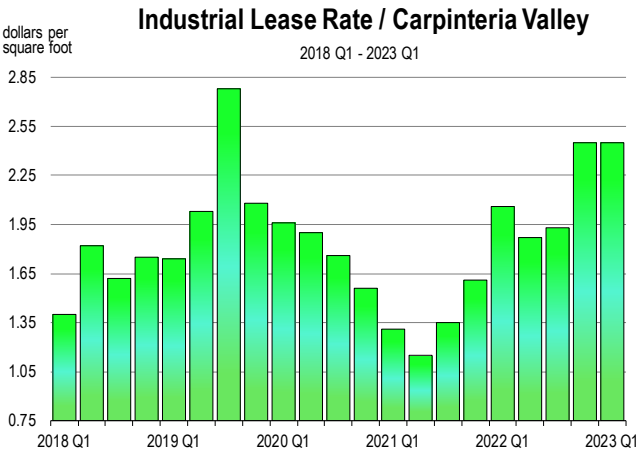
The industrial sector continues to be a mix of technology companies and various service industries. With no significant industrial projects in the pipeline, vacancy rates will continue to remain tight along the South Coast for the indefinite future.

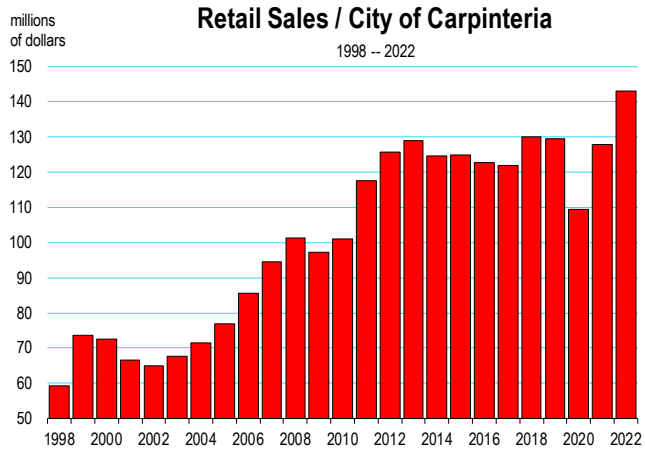
In Carpinteria, there is just one industrial vacancy of 15,600 SF at 6384 Via Real. The vacancy rate has dropped to just 1.2 percent at the end of 2022 and remains at that level today. The Carpinteria market is limited of inventory, having had three notable leases in late 2022 involving expanding companies and one new entrant into the market. Rincon Power leased 8,600 SF at 6381 Rose Lane; Soil Organics leased a healthy 34,400 SF of former ProCore space at 6395 Cindy Lane; and an undisclosed tech company leased 20,000 SF at 5251 6th St. While office space is plentiful in Carpinteria, industrial product is and will remain scarce for the foreseeable future.

Lease rates for industrial facilities have declined consistently over the last two years, falling to just $1.15 per square foot, making Carpinteria a much more affordable option than Santa Barbara ($2.78 per square foot) or Goleta ($1.61 per square foot).

Retail Market

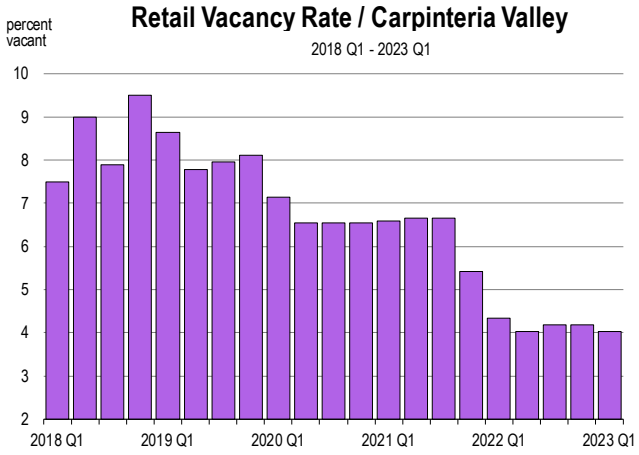
The Carpinteria Valley retail market is comprised of a relatively small number of retail storefronts, which are largely locally owned shops.

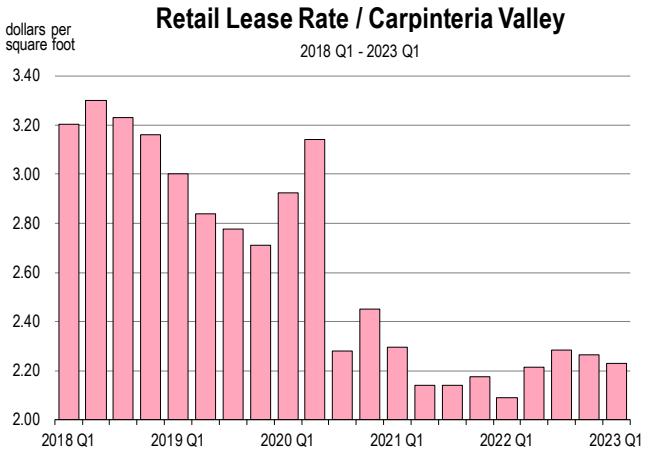




The local retail market has not followed the same trends as the markets in Santa Barbara and Goleta where big-box stores have populated the retail landscape, including Target, Ross, Costco, and large department stores like Sears, Macy's or Nordstrom. Therefore, Carpinteria is not prone to the empty store syndromes that have plagued larger retail cities in recent years. Santa Barbara is currently faced with an empty Nordstrom, Macy's, and Sears, along with the stretch of vacant storefronts on State Street that have led to a downtown vacancy rate of 14 percent. Aside from its grocery stores, Carpinteria has very few big facilities that would need to be repurposed in the event of a store closure.

The Carpinteria retail market is showing few signs of weakness, during a year in which general economic growth is softening. The restaurant and bar sector has rebounded sharply from the pandemic recession, as have gasoline sales due to higher prices for fuel during the current inflationary environment.





Commercial Real Estate — Carpinteria Valley — 2021 Q3 - 2023 Q1

	2021 Q3	2021 Q4	2022 Q1	2022 Q2	2022 Q3	2022 Q4	2023 Q1
Office							
Lease Rate ($ per SF)	2.19	2.32	2.19	2.2	2.51	2.44	2.69
Vacancy Rate (%)	1.7	3.7	2.8	2.4	3.5	1.2	1.2
Industrial							
Lease Rate ($ per SF)	1.35	1.78	2.06	1.87	1.93	2.45	2.45
Vacancy Rate (%)	1.7	3.7	2.8	2.4	3.5	1.2	1.2
Retail							
Lease Rate ($ per SF)	2.14	2.18	2.09	2.21	2.28	2.26	2.23
Vacancy Rate (%)	6.7	5.4	4.3	4.0	4.2	4.2	4.0

Source: Radius Commercial Real Estate, and the California Economic Forecast

RETAIL TRADE AND TOURISM

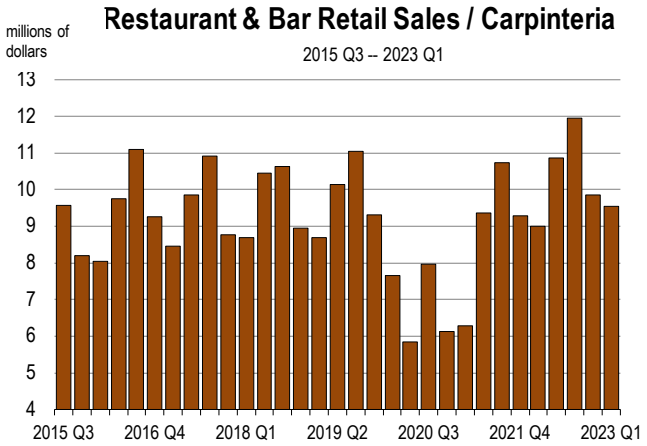
The Retail Industry

Taxable Retail Sales

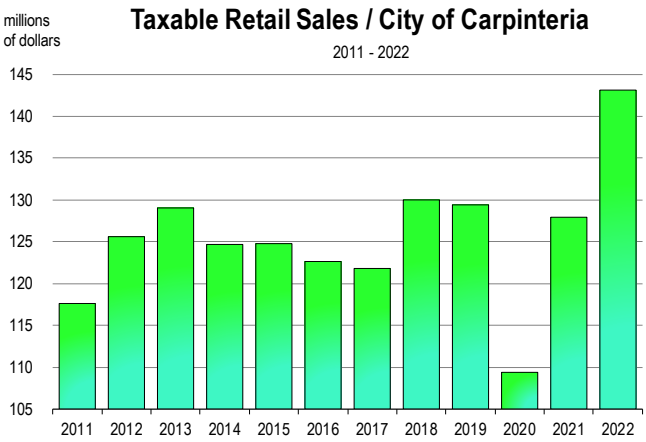
Spending at retail stores and shops in the city of Carpinteria has surged since the pandemic restrictions were lifted entirely in the spring of 2021.

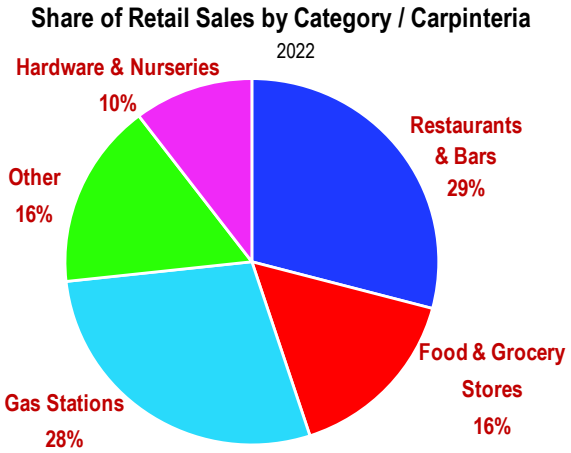
A material transition to online spending and warehouse centers by consumers has generally occurred over the last several years and particularly since the pandemic. Retail sales rose sharply in 2022, by 12 percent over 2021. The principal category of spending is food and beverage sales, by both residents and visitors.

At restaurants, taxable sales jumped 17 percent in 2022. And due to rising gasoline prices throughout 2022, fuel sales soared 33 percent. Both of these categories of retail expenditure are supported in large part by visitors to or through the area. The two categories of expenditure account for 57 percent of all taxable retail sales in the City of Carpinteria.



With traffic now flowing freer on Highway 101, more vehicles can traverse the freeway every day, generating more fuel stops at Casitas Pass and Santa Monica Roads. Because fuel sales are heavily dependent on visitor stops, sales at gas stations rise faster during periods of peak travel, or from April to September.





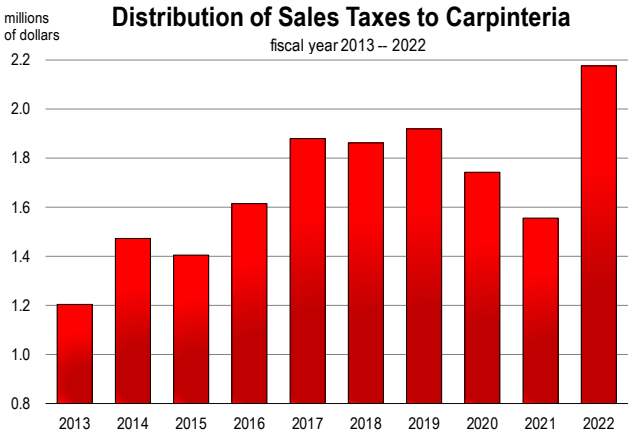
California Avocado Festival

Tourism and Retail Spending

The Carpinteria retail environment is heavily dependent on tourism activity. Visitors to Carpinteria account for an estimated 75 percent of all retail sales. Since 2019, the City of Carpinteria has collected a sales tax of 1.25 percent to 1.5 percent, with visitors contributing more than $1.5 million to the City budget through sales taxes.

The annual Avocado Festival is the most prominent single contributor to tourist retail spending, attracting an estimated 100,000 visitors to the Carpinteria Valley over a 3 day weekend in early October. These visitors typically spend an average of $41 per day in the Carpinteria economy, totaling $3.1 million for the 3-day festival.

The Avocado festival was cancelled in 2020 and 2021, which impacted taxable retail sales in the city during those years, but the event was restored in 2022, which contributed to the surge in local spending.

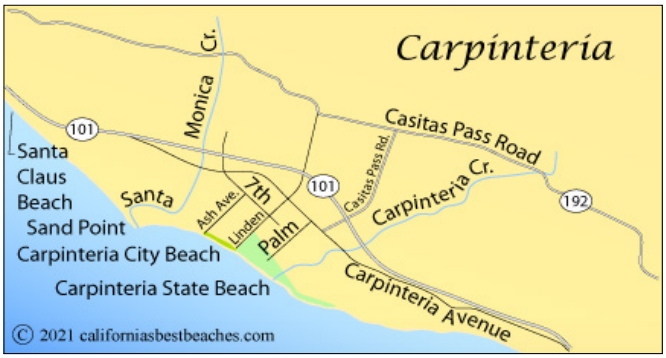


Local Tourism

The Carpinteria State Beach and City Beach are the principal visitor attractions to the community. State Beach annual attendance is estimated by the Park Service at 895,853 visitors.

The entry fee for the State Beach is $10 per day. There are 208 sites in the overnight campground with fees ranging from $45 to $80 per night for hook-ups. Direct fees for day use and overnight camping generated $4.6 million in 2019, the latest year for which the statistical data are available.

Lifeguards are on duty at both beaches during the summer months. Kayak rentals are a popular activity. There is also volleyball, picnic tables, and showers.



Carpinteria State Beach Map

Formal Overnight Visitor Accommodations

There are seven transient lodging facilities within the city of Carpinteria, totaling 594 rooms. Monthly average occupancy rates range from 50 percent in the winter to over 80 percent during the summer months. During 2022, the annual occupancy rate was 70.2 percent, an increase of 2 ½ percentage points over the average annual occupancy during 2021.

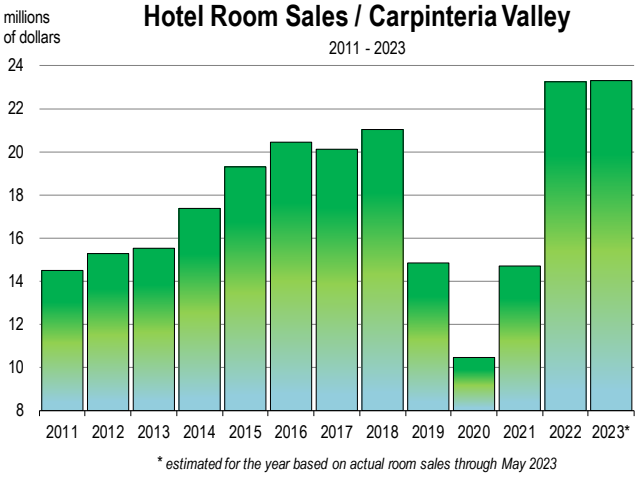
During peak periods of the year, such as during the Avocado Festival and in the months of July and August, transient facilities fill up. This has prompted the need to add additional transient establishments in the City. Currently there are proposals to build three new transient facilities: the Via Real Hotel, The Surfliner Inn, and a 99 room lodge as part of the Carpinteria Farm. These are discussed in more detail in the New Development Chapter.

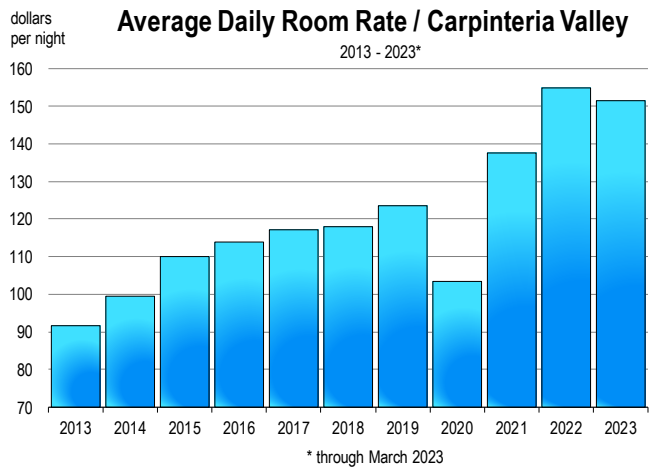
Hotel / Motel	Number of Rooms
Best Western	145
Casa Del Sol	21
Hotel Inn Express	108
Motel 6 Carp	139
Motel 6 Via	125
Sandyland Reef	52
Watermark	4
Total	**594**

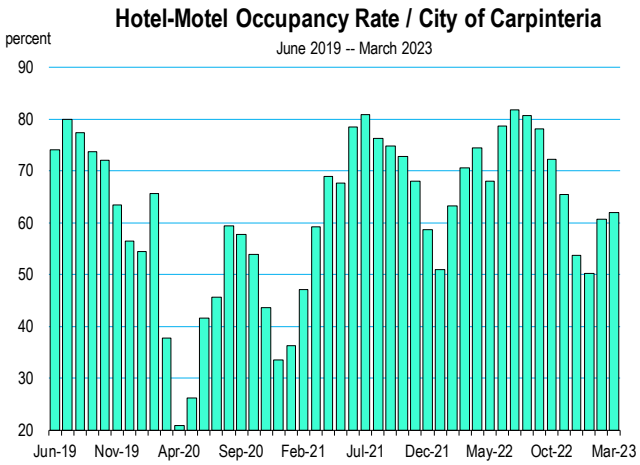
Source: California Economic Forecast

The daily room rate in Carpinteria averaged $155 in 2022. The average through May of 2023 is slightly lower.

The hotel occupancy rate is expected to average 65 percent in 2023, less than the 2022 average. Lower utilization forecast for 2023 is due to higher travel costs, higher inflation in general, and a slowdown in the statewide economy.







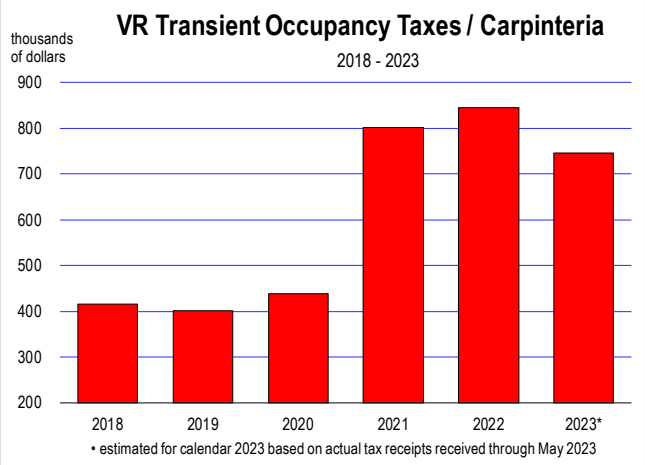
Room revenues from the seven hotels generated $2.6 million in tax receipts to the City of Carpinteria in fiscal year 2022. The transient occupancy tax (TOT) rate is 12 percent. For fiscal year (FY) 2023, TOT receipts are estimated to be slightly higher, adding a similar amount of tax revenue to FY2023 City finances.

Vacation Rentals

Vacation rentals (VRs) are private homes that are rented to tourists or other visitors for 30 days or less. They are frequently advertised on websites including Airbnb and VRBO.

The City of Carpinteria primarily allows homes in residential neighborhoods to be used as vacation rentals in the downtown district, near the beach. In this region of the city, a maximum of 236 VRs can be permitted. 218 of these are restricted to the area between Ash Ave. and Linden Ave., and in between the train tracks and the beach.

The VR program began in mid-2017. Over time, it has become increasingly popular with visitors generating $7 million in sales in calendar 2022. In 2023, vacation rentals are on pace to record another $6.2 million in total revenues, contributing $746,000 to the City budget in the form of lodging taxes.



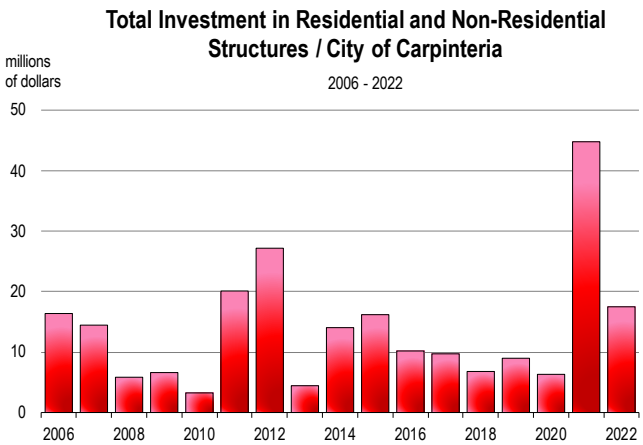
NEW DEVELOPMENT

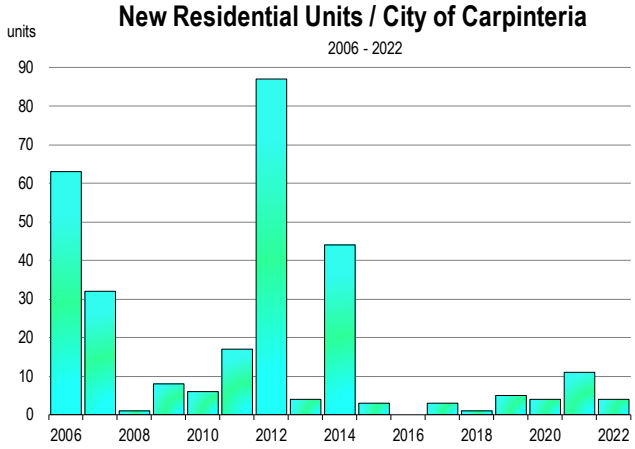
Residential and Non-Residential Permit Activity

Over the last two calendar years of 2021 and 2022, a total of 15 residential units have been permitted in the city of Carpinteria, representing a slight increase from the number of units permitted from 2016 to 2020.

At the end of 2021, permits were issued for the 700 Linden project which is underway now. Nearly $10 million in renovations of existing non-residential structures, along with projects associated with the 101 widening have contributed to recent new development momentum in Carpinteria.

In 2021 and 2022, total investment in both residential and commercial or industrial structures was recorded at $62 million, the largest 2 year total on record.





The development of new commercial and industrial structures accounts for about half of total investment in the 2021-2022 period. New single family home development represents 25 percent of all building activity. The balance of total development went to alternations and remodel work, mostly to commercial buildings.

The project pipeline has been expanding rapidly since 2020, and includes 101 residential units, a 50-unit assisted living facility, 3 hotels, a skate park, and a 60,000 square foot warehouse conversion project by Procore. Currently, 14 residential units are under construction and 9 more are approved waiting to start construction. The GranVida Senior facility is also approved.

Just over 80,000 square feet of commercial space is under construction, including 700 Linden and the skate park. The Surfliner Inn along with the Carpinteria Farm, Hospitality and Residential project are anticipated to start the development review process this year.

Status of Particular Projects

Granvida Phase II Expansion

The Granvida Phase II Expansion project is a 50-unit assisted living facility originally proposed in 2018. The site is situated at 5464 Carpinteria Avenue.

The project features a 2-story building containing 11 studio units (averaging 370 square feet), 33 one-bedroom units (580 square feet) and 6 two-bedroom units (800 square feet).

As of March 2023, the entitlement process and the design development phase were completed, however the project has been delayed due to change of ownership and is currently inactive.

Bailard Avenue Housing Project

An apartment complex with 173 units has been proposed for Bailard Avenue. The project site is outside of the Carpinteria city limits but would have a meaningful impact on the housing supply for the Carpinteria Valley.

Of the 173 units in the project, a total of 41 would be reserved for low-income residents and the remaining 132 units would be rented at market rates.

The project is receiving backlash from residents of Carpinteria who are concerned about the surrounding neighborhoods being impacted. A community group, Save Bailard Farm, has collected more than 2,500 signatures opposing the project, with many advocates alleging that the state's housing needs allocation has forced the county to push the urban-rural boundary into areas that were traditionally used for agricultural purposes.

The City of Carpinteria City Council also opposes the Bailard project due to inconsistencies with local and state Coastal Act provisions.

The project is still in the conceptual phase, with changes likely to evolve.

Granvida Phase II Expansion | source: Noozhawk

Vernon Residences

The Vernon Residences project could produce 5 new residential units at 502 Maple Avenue, adjacent to Island Brewing Company.

The area has a mix of commercial, industrial, and residential facilities, and is within walking distance to the Carpinteria Amtrak station. The project is currently awaiting approval. There is no estimated timeline for this project yet.

Zins Condominiums

The Zins Condominium project is located at 4905 Eighth Street, on the corner of Elm Avenue. The project would demolish an existing single-family residence and construct three new condominium units. The project was approved by the Planning Commission on February 6, 2023.

5775 Carpinteria Avenue

A new 1,500-square-foot storage building is proposed for the City Hall campus,. This building is located at 5775 Carpinteria Avenue, which comprises the City Hall campus. The storage building has been approved by planning but no building permits have been submitted yet.

Via Real Hotel

The project site for this proposed 72-room hotel is located on Via Real between Santa Monica Road and Cravens Lane. The 44,000 square foot hotel would be two stories in height.

The proposal was recently approved by the Carpinteria Planning Commission.

Mixed Use Project

The project at 4745 Carpinteria Avenue is comprised of 24 apartment units and 4,300-square-feet of commercial space. The complex will be two-stories on top of a ground-level, 22,500 square-foot concrete parking structure. There would be a courtyard in the center of the project and the building is planned to be 36 feet tall.

Businesses on the street-facing side of the property must be open to and in service of the public, such as a restaurant, retail store or art gallery.

Via Real Hotel | source: CoastalView.com

700 Linden Avenue | source: sitelinesb.com

The residential part of the project would consist of 2 one-bedroom units and 22 two-bedroom units, ranging from about 1100 square feet to 1,400 square feet.

The project is utilizing state Density Bonus Law to receive approval of additional units in exchange for setting aside a specified number of units for low income households. As part of the Density Bonus program, the project can also utilize reduced parking requirements and seek additional exceptions from city development standards, including maximum building height.

The project submitted an approval request in April 2023 and is currently under review.

700 Linden Avenue

This 30,000 square-foot project will produce a full city block of adaptive reuse retail and commercial space that will contain food and coffee shops, markets, office space, and a rooftop bar. This project has been designed by Santa Barbara-based DMHA Architects, and is an extensive remodel of the five existing buildings that comprise the property.

New second floor construction is proposed for the “Butterfly” building to create a series of 10 small office suites, along with a rooftop bar and common and private deck/patio areas. This second floor addition would add 3,200 square feet of building and 2,900 square feet of deck space.

Total cumulative building square footage would be modestly increased from the existing 19,952 square feet to approximately 20,961 square feet. A surface parking lot, for 20 spaces would be provided onsite, accessed from Cactus Lane.

The existing surface parking lot in the middle of the block would be repurposed into an outdoor central plaza that would provide seating, gathering areas and related amenities (such as outdoor fireplaces or a water fountain) open to the public during business hours. The plaza may also be made available for community uses such as markets, festivals, outdoor concerts or movies.

The project is currently under construction and completion is estimated for summer of 2024.

Conceptual Rendering of the Surfliner Inn Project on Linden Avenue and Fifth Street in Carpinteria | source: City of Carpinteria

Surfliner Inn

The Surfliner Inn was initially proposed in 2016 and the project has undergone several redesigns and adjustments since then. This new hotel project adjacent to the Amtrak Station calls for a 2 story building of 40 rooms, including a café. It would be accompanied by a new parking lot that could be used by hotel guests as well as Amtrak passengers and the public.

The project was initiated by the City of Carpinteria in 2018, which has entered into a Lease Disposition and Development Agreement with 499 Linden Managers, LLC. 499 Linden Managers, LLC has been formed to pursue the project with the City by Whitt Hollis, Jack and Jeff Theimer, Jim and Matthew Taylor, and Andy Norris.

Measure T, which would have changed the property's zoning to block hotel development at the site, was rejected by voters in November 2022. The project has not yet been formally submitted for planning permits.

Carpinteria Rincon Trail

The proposed Carpinteria Rincon Trail would extend from the eastern end of Carpinteria Avenue, in the city of Carpinteria, to Rincon Beach County Park, in unincorporated Santa Barbara County. The new, shared-use trail would span a distance of 2,800 feet. The project was approved by the planning commission in January of 2022, but three appeals were filed with concerns over pedestrian and bicycle safety. The appeals were conditionally granted, forcing the Project to study other alternatives.

In May of 2023, after considering a number of project alternatives, the City Council reaffirmed their support for the alternative previously approved by the Planning Commission. The project will next return to the City Council to finalize permits for the trail design.

Santa Claus Lane Bike Path

The Santa Claus Lane Bikeway construction began in September of 2022 and will continue through the Summer of 2023. The project will create a new Class I bikeway and multipurpose path to connect Santa Claus Lane to Carpinteria Avenue. This will close a gap in the California Coastal Trail between Sand Point Road and Carpinteria Avenue. The new bikeway is being constructed in-between Highway 101 and the railroad tracks.

The trail is currently open for use by the public through the end of summer at which time the trail will be temporarily closed to complete installation of the permanent stafety railings along the edges of the trail.

Highway 101 HOV Lanes

This project is currently under construction and actually completed within the City of Carpinteria. The project is adding one high-occupancy vehicle lane in each direction on US 101 from 0.2-mile south of Bailard Avenue in the City of Carpinteria to Sycamore Creek in the City of Santa Barbara. The project is 10.9 miles long. The added lanes are currently proposed as part-time high-occupancy vehicle lanes, meaning that they will operate as general-purpose lanes during off-peak periods on weekdays and weekends. Currently, HOV lanes are in force on weekdays from 6 to 9 AM and 3 to 6 PM.

Project improvements are confined primarily to the existing State Highway right-of-way.

Santa Claus Lane Bike Path Rendering | source: noozhawk

The Carpinteria Farm, Hospitality and Residential Project

The Farm project filed a formal application with the City in early February 2023.

The project proposes to replace the Tee Time Golf Range located at the bluffs on Carpinteria Avenue with a hospitality experience on a 27.5-acre site.

The project will formally construct a 99-room lodge, bungalow and hotel building, a multi-use trail, and developed open space.

During conceptual review of the project, the developers found themselves under fire by Carpinterians who then called the project an "unforgivable betrayal" of the area's natural space in a joint City meeting in April 2022.

However, the project countered this opposition by allotting 20 acres for open space, specifically native habitat restoration, public trails, and an organic farm. The organic farm will also be utilized to supply the on-site Restaurant, Farmstand, and Hotel and Spa as a self-sustaining system. Approximately 122,211 square feet of structural development is planned on the northern portion of the site, and no development is planned on the 4.1 acre southern parcel.

Additionally, 40 affordable housing units are proposed as part of the project to provide housing for on-site team members and the general Carpinteria workforce who qualify.

Project Size (square feet) by use

Hotel	68,860
Residential	37,948
Event Barn	5,850
Farm Stand	450
Farm Building	1,800
Restaurant	7,303
Total	122,211
Parking:	273 spaces

Source: California Economic Forecast

The Farm Project

Commercial Projects — Carpinteria — May 2023

Project Name/Developer	Square Feet	Description	Status
Via Real Hotel	44,191	72-Room Hotel	Approved
Procore Business Training Center	60,522	Convert 2 Warehouses into Training Center	Proposed
Surfliner Inn	36,118	40-Room Inn and Café	Proposed
McCann Mini Storage	12,192	113 New Mini-Storage Units	Approved
Carpinteria Avenue Skate Facility	38,160	Skate Park, Parking Lot, Plaza Area	Under Construction
700 Linden Adaptive Reuse Project	30,000	Retail, Restaurant, and Office Space	Under Construction
Rincon Multi-Use Trail	2,800	Foot / Bike Trail between Carp & SB	Proposed
Total	223,983		

Source: City of Carpinteria and California Economic Forecast

Mixed-Use Projects — Carpinteria — May 2023

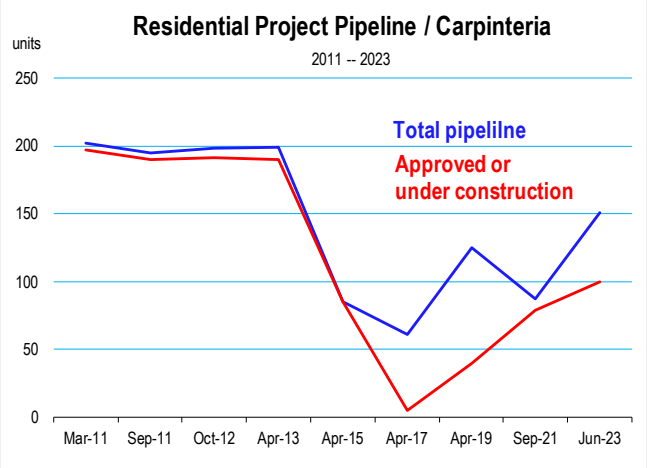
Project Name/Developer	Res Units	Commercial Square Feet	Description	Status
Cruz Mixed Use	2	500	Residential / Commercial	Approved
M3 Mixed Use	2	6,668	Apartments / Office / Retail	BP Issued
The Farm	40	122,211	Apartments / Commercial	Proposed
4745 Carp Ave. Mixed Use	24	4,300	Apartments / Commercial	Proposed
Total	68	133,679		

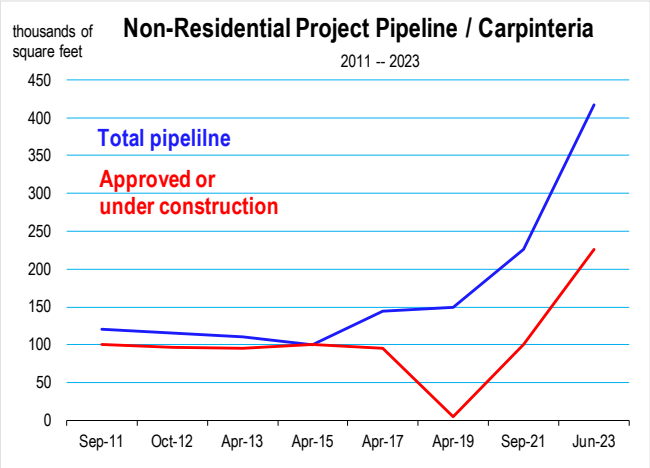
Source: City of Carpinteria and California Economic Forecast

Residential Projects — Carpinteria — May 2023

Project Name/Developer	Units	Description	Status
GranVida Phase II Expansion	50	Assisted Living Facility	Approved
Vernon Residences	5	Residential Units	Proposed
Pfaff SFD	1	New 2-Story SFD	Proposed
Scerni SFD	1	New 2-Story SFD	Proposed
Saticoy Condominiums	3	Residential Units	Proposed
Finnigan SFD	1	New SFD with 4-Car Garage	Proposed
Zins Condominiums	3	Demolish SFD and Build 3 Condos	Approved
Haber Condominiums	2	Subdivide Existing SFD Lot and Construct 2 Condos	Approved
Able Second Unit	1	Second Unit on Existing Lot	Under Construction
Gobbell Second Unit	1	Second Unit on Existing Lot	Approved
Hawkins SFD	1	New Single-Family Unit on Vacant Lot	Under Construction
Stein Second Unit	1	Second Unit on Existing Lot	Under Construction
Strickland SFD	1	Convert 2 Apts into a Single-Family Unit	Under Construction
Wood SFD	1	New Single-Family Unit on Vacant Lot	Approved
Total	71		

Source: City of Carpinteria and California Economic Forecast





QUALITY OF LIFE INDICATORS

The social environment of the Carpinteria Valley directly affects local business progress and performance, and quality of life indicators impact the desirability of real estate assets in the region. Public safety, traffic, and commute times are important features of this environment, and are examined by referencing published information on local crime rates, traffic volumes, and commute patterns.

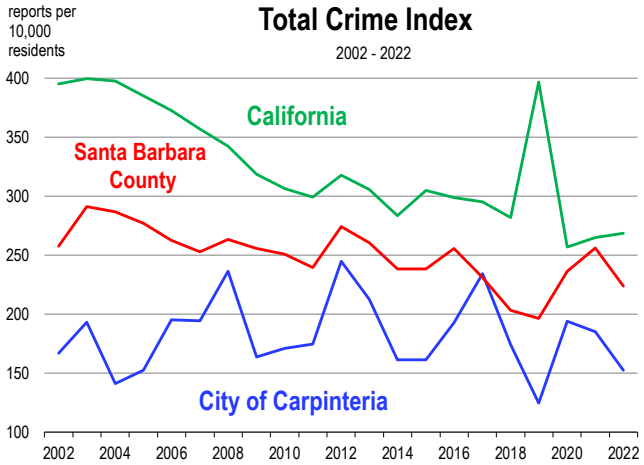
Crime

Carpinteria has some of the lowest crime rates in Santa Barbara County, placing it among the safest cities in California. Moreover, crime rates have been very low in Carpinteria over the last 20 years.

The broadest measure of crime, the Total Crime Index, is the sum of the following crime categories: homicide, rape, robbery, aggravated assault, burglary, motor vehicle theft, larceny, and arson.

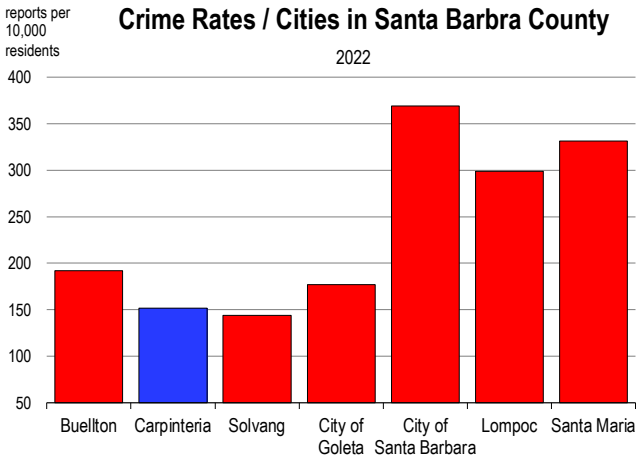
As of 2022, a total crime index of 196 was reported for the City of Carpinteria, which is significantly lower compared to the last 2 years, when the index was consistently above 240.

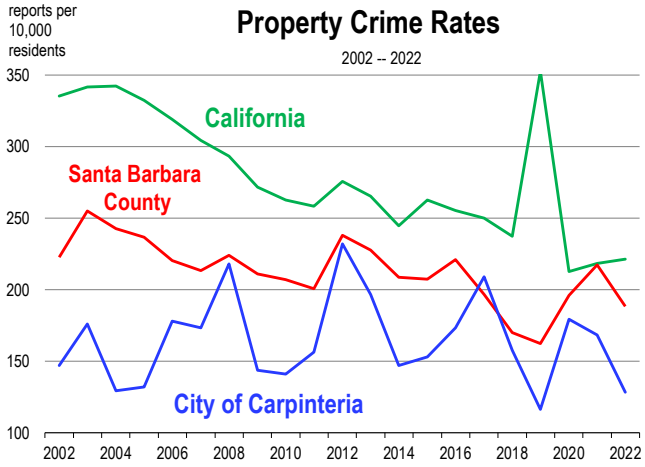
For small cities including Carpinteria, because crime rates can fluctuate from year-to-year, the longer term evaluation of crime in Carpinteria indicates consistently lower levels of both violent and property crime compared to adjacent cities and counties of California.

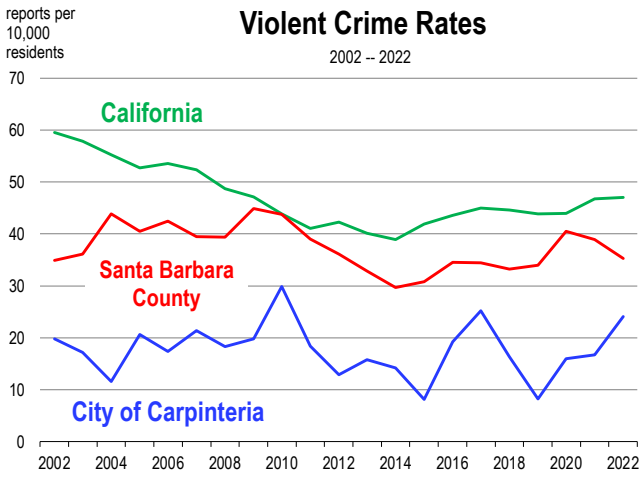


Carpinteria also has lower crime rates than most cities in Santa Barbara County. In 2022, total crimes per 10,000 people was 152 for Carpinteria, 177 for Goleta, and 194 for Buellton.

In 2022, there were only 128 property crimes per 10,000 residents. Property crimes include burglary, larceny, arson, and motor vehicle theft.







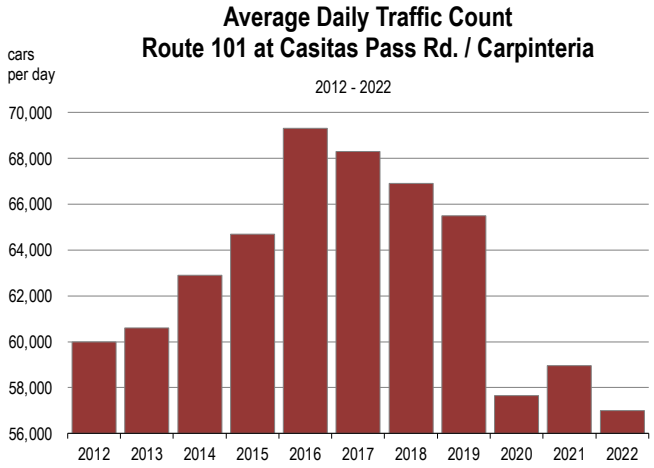
Additionally, there were only 31 violent crimes per 10,000 residents in Carpinteria in 2022. Violent crimes include homicide, forcible rape, robbery, and aggravated assault.

During 2022, the city with the largest total crime per 10,000 residents was Santa Maria with 331, while the lowest was Solvang with 144. Carpinteria falls on the lower end of this boundary.

Total Crimes* / Carpinteria

	2017	2018	2019	2020	2021	2022
Violent Crime						
Homicide	0	0	1	0	0	0
Rape	5	0	0	1	1	0
Robbery	10	2	3	4	2	6
Aggravated Assault	19	20	7	16	19	25
Property Crime						
Burglary	58	36	19	25	27	9
Theft	195	148	116	183	172	140
Motor Vehicle Theft	29	28	20	26	23	16
Arson	1	0	0	2	0	0
Total Violent	34	22	11	21	22	31
Total Property	282	212	155	234	222	165
Grand Total Part 1 Crimes	**316**	**234**	**166**	**255**	**244**	**196**

** Part 1 crimes, which include Violent and Property Crime felonies*



Traffic and Commuting

Traffic Counts

Traffic counts reveal information about road usage and can provide insight into economic, demographic, and lifestyle trends.

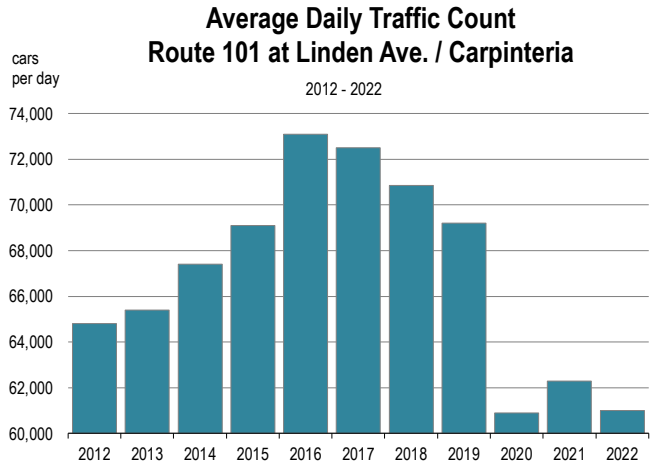
In general, traffic counts decline during periods of economic weakness and grow during periods of strength. This occurs for several reasons, including the increased shipment of goods, a larger number of individuals driving to work, and higher disposable incomes that can be spent on transportation.

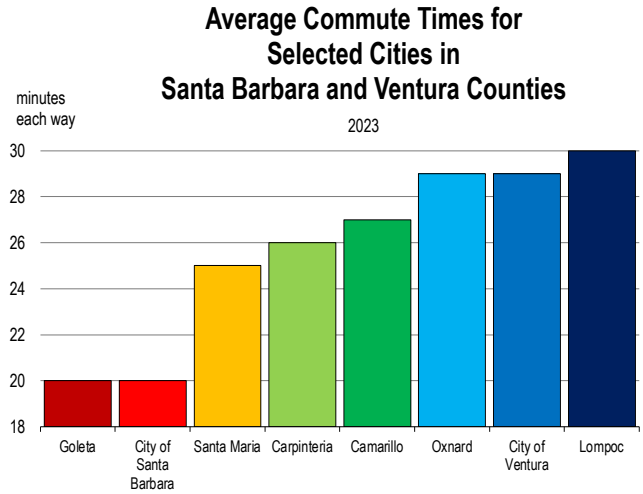
Traffic levels can affect the living standards of a community. High levels of traffic can cause congestion, leading to longer commute times and lower resident satisfaction. By contrast, low traffic volumes can lead to improved living standards.

As a general rule, Carpinteria tends to have much lower levels of road usage than surrounding regions, and during most times of the day, driving around the city is relatively easy.

But peak hour traffic can be heavy, and people who commute from Carpinteria to Santa Barbara or Goleta can encounter high levels of congestion. This issue has been exacerbated by construction projects on Highway 101.

In order to get around construction points, drivers have been exiting Highway 101 and using the city streets in Carpinteria, leading to traffic problems that are often severe. Now that the highway construction projects are nearly completed, it is expected that this peak hour congestion will improve significantly in Carpinteria.





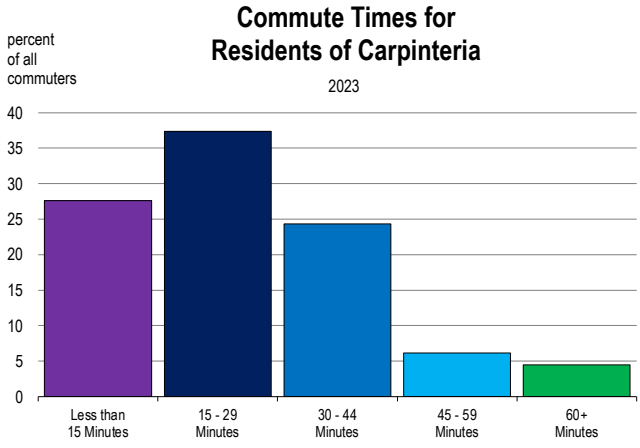
Caltrans estimates traffic counts for state highways, including interstates and routes. Annual average daily traffic is the total traffic volume for the year divided by 365.

Traffic volumes were heavily impacted by the Coronavirus Pandemic. Due to layoffs and work-from-home arrangements, there have been far fewer daily commuters since March 2020, leading to reductions in weekday road usage.

The additional lane on the 101 through Carpinteria will result in higher traffic counts per day. Consequently, traffic volumes are expected to increase in 2023 and 2024, but congestion should decrease.

Average Commute Time

In 2022, workers who lived in Carpinteria had an average commute time of 26 minutes. By comparison, residents of other parts of the South Coast spent less time commuting, while residents in nearby Ventura County had longer commutes.



For residents of Ventura, Camarillo, and Oxnard, commute times averaged 28 minutes each way.

Lompoc residents spent the most time commuting in 2023. Many people from Lompoc commute all the way to Santa Barbara, and the average Lompoc commuter spent 30 minutes in the car each way.

Commute times vary for Carpinteria residents, most spending fewer than 30 minutes traveling to work (37%). As of 2023, approximately 24 percent spend 30-44 minutes on their trip to work, and only 6 percent commute for longer than 45 minutes.

Highway 101 Widening Project

To improve local circulation and freeway access in Carpinteria, construction has been underway on Highway 101 between Mussel Shoals and Carpinteria and between Carpinteria and Summerland and into Santa Barbara. The highway interchanges at these junctions have been updated with new bridges and freeway ramps, and a third lane is being added to Highway 101 in each direction.

This project is a partnership between Caltrans, the Santa Barbara County Association of Governments, and the City of Carpinteria.

Most of the project directly affecting the City of Carpinteria is now complete: Phase 2 covered the 101 freeway from Mussel Shoals to Carpinteria, and Phase 3 covered Casitas Pass to Linden Avenue. Phase 4, the final phase, is underway at this time.

Highway 101 construction | source: GraniteConstruction.com

The Padaro segment of Phase 4 is widening the highway to 3 lanes in each direction to Summerland. The project includes bridges over Toro Creek and Arroyo Parida Creek. The bridge and freeway ramps at the South Padaro Lane undercrossing are being replaced. New on and off ramps are being built at the North Padaro Lane Interchange. Sound walls are also being added.

Via Real will be connected across Carpinteria Creek through a new roundabout up to Linden Ave. New bridges will be built over Carpinteria Creek on Highway 101 and Via Real, and four new sound walls will be built to reduce freeway noise in nearby neighborhoods.

This phase of the project continues with freeway widening through Montecito and into Santa Barbara. The Cabrillo Boulevard Interchange will be reconstructed with new bridges and freeway ramps, including a new northbound off-ramp and new southbound on-ramp.

Construction started in the fall of 2016 and will continue into 2024 as the project finishes the widening, the under crossings, and the landscaping through Summerland. Between Summerland and Santa Barbara, the project is still being permitted and funded, and the current timeline has completion estimated to be by 2027.

The Padaro segment of the Highway 101: Carpinteria to Santa Barbara project adding a third lane in each direction

Data Sources

Chapter	Principal Data Source
Demographics	California Department of Finance,
	Demographic Research Unit
	Claritas Spotlight
	California Department of Education
Employment	Labor Market Information Division, State of California
Residential Real Estate	Santa Barbara Multiple Listing Service
Commercial Real Estate	Radius Group
Retail Trade & Tourism	California Department of Tax and Fee Administration
	STR North America
	City of Carpinteria
New Development	City of Carpinteria
	Construction Industry Research Board
Quality of Life	Santa Barbara County Sherriff's Office
	Claritas Spotlight
	CalTrans Traffic Division

Acknowledgements

This publication was prepared for the City of Carpinteria in September 2023. The Profile is intended to provide annually updated economic, demographic, and quality of life information about the Carpinteria Valley.

California Economic Forecast
- Julia Schniepp, B.A. candidate
  - New Development
  - Largest Employers
  - Publication Layout & Design
- Mark Schniepp, Ph.D.
  - Principal Author & Editor

Databank Contributers
- California Department of Tax and Fee Administration
- California Department of Education
- California Department of Finance
- California Department of Transportation
- California Employment Development Department
- CIRB
- City of Carpinteria
  - Nick Bobroff
  - Licette Maldonado
- Claritas Spotlight
- Santa Barbara County Sherrif's Office
- Google
- Indeed
- Radius Group
- Redfin
- Santa Barbara Multiple Listing Service
- STR North America

This publication benefitted from the review and comments by Dave Durflinger, Michael Ramirez, and Nick Bobroff.

RESOLUTION NO. 6275

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA CONGRATULATING DAVE DURFLINGER ON HIS RETIREMENT AND COMMENDING AND THANKING HIM FOR 24 YEARS OF LOYAL AND DEDICATED SERVICE TO THE CITY OF CARPINTERIA

WHEREAS, *Dave Durflinger announced his retirement as City Manager for the City of Carpinteria on January 18, 2023, with his last day with the City being December 8, 2023, the City Council on behalf of the people of the Carpinteria community, wish to express their appreciation to Mr. Durflinger and recognize his twenty-four year tenure as a vital member of the City of Carpinteria organization; and*

WHEREAS, *Dave's educational background includes an Associate Degree from Glendale Community College with academic honors, a Bachelor of Arts in Sociology from the University of California at Riverside (UCR); and a Certificate in Land Use Planning through the UCR Extension Program; and*

WHEREAS, *Dave spent 13 years at Cathedral City starting as a Community Development Analyst and rising through the ranks to Assistant Planner, Associate Planner, Senior Planner, and finally City Planner; and*

WHEREAS, *Dave's career with the City of Carpinteria started on January 4, 1999 when he was hired as the Community Development Director, he also served as Deputy City Manager and filled in as Interim City Manager from October 1999 to January 2000 and again from June 1, 2001 until July 2001, and was promoted to City Manager effective July 24, 2001; and*

WHEREAS, *one of the first actions Dave did as City Manager was to provide the Coastal View News with the agenda packets for City Council and Planning Commission meetings so it could provide the public with more concise factual information; in fact, the first time the packets were ready, Dave personally delivered the first one to the Coastal View News; and*

WHEREAS, *Dave served as City Manager with distinction and ably served many City Councils over the years in the management of all administrative affairs and provided great responsiveness to the community and general public; and*

WHEREAS, *under Dave's astute leadership and prudent financial responsibility, the City has grown and weathered many a financial storm and is in a good financial position for years to come; and*

WHEREAS, *Dave Durflinger has served as City Manager for 22 years, the longest City Manager tenure in the City's history and has left a lasting and positive legacy on the City organization and Carpinteria community; and*

WHEREAS, *the City Council and staff recognize Dave as an effective leader and a team player whose commitment and loyalty to the community, along with his positive and supportive attitude to staff and high work ethic, have made him an outstanding employee and an extremely valuable asset to the Carpinteria community.*

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

SECTION 1. *The above recitals are true and correct, and incorporated herein by reference.*

SECTION 2. *Dave Durflinger is congratulated on his well-deserved retirement and commended and thanked for his long and stellar service to the City organization and the Carpinteria community.*

SECTION 3. *The City Council extends its best wishes to Dave Durflinger and his family on behalf of the citizens of Carpinteria on this occasion and looks forward to hearing of his enjoyment and relaxation in the years ahead.*

PASSED, APPROVED, AND ADOPTED *this 27th day of November, 2023.*

Al Clark, Mayor, City of Carpinteria

ATTEST:

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

MEMORANDUM

Council Meeting Date: November 27, 2023

To: Honorable Mayor and City Council

From: Dave Durflinger, City Manager

Subject: **City Manager's Report**

City Holiday Closure Schedule.

City Hall Closure Dates:

- Monday, December 25, 2023
- Tuesday, December 26, 2023
- Friday, December 29, 2023
- Monday, January 1, 2024

City Hall will be open as usual on Tuesday, January 2, 2024.

Library Closure Dates:

- Monday, December 25, 2023
- Tuesday, December 26, 2023
- January 1, 2024
- January 2, 2024

Pool Closure Dates: Winter closure for maintenance will begin December 17, 2023, and the pool is scheduled to reopen on Wednesday, January 3, 2024.

Senior Services Committee.
The Senior Services Planning Committee met on November 20, 2023, to discuss current programming updates, program branding, and a letter of interest to manage senior services in Carpinteria from Family Service Agency (FSA).) Existing programming attendance is strong thanks to support from City staff member Jena Jenkins, program volunteers, and active partners such as the Carpinteria Community Library, The Gym Next Door, GranVida, Carpinteria Arts Center, and the Central Coast Commission for Seniors. To improve program recognition and focus on the purpose of the program rather than the individuals served (e.g., active adults, seniors, etc.), the Committee voted to approve a new program name, AgeWell. As part of program branding efforts, the City will be updating its program webpage to include several improvements such as a program newsletter, easy to read activity calendar, and more. The CEO for FSA, Lisa Brabo, was in attendance at the meeting and shared information about her organization's qualifications in the area of senior services, and took questions from the committee and committee working group. The Committee directed staff to bring back additional information on the potential benefits and disadvantages of contracting

with FSA for management of senior services, as well as for operating the program in-house. The Committee's next meeting is scheduled for December 11, 2023, at 8:30 AM in Council Chamber, and is open to the public.

National Flood Insurance Program / Flood Insurance Rate Maps Update

Community Rating System

The City has taken steps to allow, as of July 20, 2023, for the Carpinteria community to be enrolled in the Community Rating System (CRS) of the National Flood Insurance Program. The CRS qualification makes property owners eligible for a five percent flood insurance. The discount is for most flood insurance policies that are renewed on or after April 1, 2024. In October 2023, a letter was mailed to local lending institutions, real estate agents, and insurance agents regarding the CRS discount.

Flood Insurance Rate Map (FIRM) Restudy

The Federal Emergency Management Agency (FEMA) completed a FIRM Restudy in November 2022. FEMA is currently drafting the preliminary flood insurance rate maps, including the accompanying flood insurance study, for publication. FEMA estimates a tentative time frame of January 2024 for issuance of these documents. Publication of the preliminary map will be followed by a 90-day public review period. Once FEMA provides a specific schedule the City will make it available to the public along with the related materials.

City of Carpinteria
City Council Minutes
Regular Meeting
Monday, November 13, 2023

In-Person and Virtual

CALL TO ORDER

Mayor Clark called the meeting to order at 3:01 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 Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria Brian C. Barrett, City Clerk

PUBLIC COMMENT ON CLOSED SESSION MATTERS

There was no public comment.

CLOSED SESSION

1. PUBLIC EMPLOYEE APPOINTMENT (Gov. Code Section 54957(b)(1))
   Title: City Manager

   CONFERENCE WITH LABOR NEGOTIATOR (Gov. Code Section 54957.6)
   City designated representative: Jena S. Acos, City Attorney
   Unrepresented employee: City Manager

TEMPORARY ADJOURNMENT TO CLOSED SESSION

Mayor Clark temporarily adjourned the meeting to Closed Session at 3:02 pm.

RECONVENE IN OPEN SESSION

Mayor Clark reconvened the meeting in Open Session at 4:45 pm with all Councilmembers present and Legal Counsel Acos and City Clerk Barrett present.

CLOSED SESSION REPORT

Legal Counsel Acos announced that there was no reportable action from the Closed Session.

ADJOURNMENT OF CLOSED SESSION

Mayor Clark adjourned the Closed Session at 4:45 pm.

CALL TO ORDER

Mayor Clark called the meeting to order at 5:32 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 Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria Brian C. Barrett, City Clerk John L. Ilasin, Public Works Director Nick Bobroff, Community Development Director Erin Maker, Environmental Program Manager

CLOSED SESSION REPORT

Legal Counsel Acos previously announced the Closed Session Report prior to the adjournment of the Closed Session.

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:

2. Presentation in honor of members of the Boys & Girls Club who have achieved Gold Card status.

Speakers in-person: Michael Baker, CEO of Boys & Girls Club of Santa Barbara County

Mayor Clark announced the names of the children who achieved Gold Card Status and Vice Mayor Alarcon presented the certificates to each child.

3. New Employee Introduction: Shay Darrington, Engineering Technician.

Public Works Director Ilasin introduced Shay Darrington, Engineering Technician who provided remarks.

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

Mayor Clark temporarily adjourned the meeting at 5:50 pm.

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

Mayor Clark reconvened the meeting at 6:05 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

City Manager Durflinger introduced the City Manager's Report.

Community Development Director Bobroff spoke on the Housing Element Update.

Public Works Director Ilasin presented the new service request portal that the City recently launched.

City Manager Durflinger reported on the memo that staff distributed to Councilmembers on the possibility of broadcasting Architectural Review Board meetings, including on

GATV, Granicus, and Zoom as well as adding Zoom broadcast and public comment access to Planning Commission meetings.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to direct staff to explore televising and providing Zoom commentary for Architectural Review Board meetings and also adding Zoom commentary to Planning Commission meetings.

City Manager Durflinger sought clarification on the motion that direction for staff referred to returning back with an agenda matter for a budget adjustment for those services. The motion maker and seconder agreed with City Manager Durflinger's clarification of the motion. City Manager Durflinger said it would also involve a contract amendment with TVSB.

The roll call vote on the motion was as follows:

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

The motion carried unanimously.

City Manager Durflinger reported out on the actions of the Planning Commission meeting of November 6, 2023 and Community Development Director Bobroff responded to questions from the Council.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

Speakers in-person: Patrick O'Connor, Sandy Nargi, Mario Nargi, Ann Matson, Jane Benefield, Rob Denholtz, Robert Stein (not present), and Amrita Salm

Emails distributed: Douglas Qualls and Laura Cook

In response to Ms. Salm's comments regarding notification of residents on open public comment periods for items outside City Council meetings such as for the Revised Draft Housing Element, Mayor Clark inquired about ways to notice the public.

Councilmember Nomura suggested using the City section in the Coastal View News to provide such information to the public.

City Manager Durflinger responded that staff would work with the website consultant to look at ways to put out alerts anytime there is a public comment period open.

Legal Counsel Acos noted that the seven-day notice period referred to is required before the City resubmits the Housing Element to the California Department of Housing & Community Development and that it would come back before the City Council for final adoption and there will be another opportunity for public comment to be provided.

Community Development Director Bobroff clarified that for this administrative step in the Housing Element, City staff followed the State mandate to have a seven-day public posting of the draft element and circulate notice of the posting to individuals who have specifically requested notification about the Housing Element. He noted that when staff returns for a public hearing on the Housing Element to the City Council for final adoption, staff will do the normal legal posting of the ad in the Coastal View News, mail notice to those on the interest list, and go through a more robust public noticing effort.

In response to several public comments regarding e-bikes in the Salt Marsh, Mayor Clark inquired if this was on staff's radar. Community Development Director Bobroff responded that Community Development has been working with the Parks, Recreation & Community Services Department to get signs put back up when they have been knocked down and having Code Compliance staff prioritize patrols at the Salt Marsh Park for bike riding, e-bikes and dogs, and at the Bluffs for off-leash dogs. He commented that Parks, Recreation & Community Services Department staff has been looking into suggested barriers to the entrances at the Salt Marsh Park to prevent bikes from entering.

CONSENT CALENDAR:

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to approve the Consent Calendar Item Nos. 4 through 6. Upon voice vote, the motion carried unanimously.

4. Approve the minutes of the regular meeting held October 23, 2023 and the special meeting held October 30, 2023.

5. Receive and file the Expenditures for the period beginning October 16, 2023 and ending November 3, 2023.

6. Approve and adopt Resolution No. 6281, declaring certain City-owned property/equipment as surplus assets and authorizing disposal.

ADMINISTRATIVE MATTERS:

7. Consider canceling the regular City Council meeting of December 25, 2023.

   Recommendation: Authorize the cancelation of the regular City Council meeting of December 25, 2023.

City Clerk Barrett presented the staff report.

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to authorize the cancelation of the regular City Council meeting of December 25, 2023. Upon voice vote, the motion carried unanimously.

8. Approval and adoption of Resolution No. 6273, authorizing the City to apply for California Department of Resources, Recycling and Recovery grant programs.

   Recommendation: Approve and adopt Resolution No. 6273, authorizing the City to apply for California Department of Resources Recycling and Recovery grant programs, and authorizing the City Manager or their designee to execute related grant program documents.

Environmental Program Manager Maker presented the staff report.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to approve and adopt Resolution No. 6273, authorizing the City to apply for California Department of Resources Recycling and Recovery grant programs, and authorizing the City Manager or their designee to execute related grant program documents.

Councilmember Nomura noted that the sample motion mentioned adoption of Resolution No. 6270 while the staff report title and recommendation mentioned Resolution No. 6273. Environmental Program Manager Maker stated that the sample motion was incorrect and should refer to Resolution No. 6273, not 6270.

Upon voice vote, the motion carried unanimously.

PUBLIC HEARING (Continued from October 30, 2023 Council Meeting):

9. Continuation of Public Hearing to Amend Carpinteria Municipal Code (CMC) and Master Fee Schedule to November 27, 2023, City Council Meeting.

   Recommendation: Continue the public hearing to Amend CMC and Master Fee Schedule to the November 27, 2023, City Council meeting.

City Clerk Barrett presented the staff report.

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to continue the public hearing to Amend CMC and Master Fee Schedule to the November 27, 2023, City Council meeting. Upon voice vote, the motion carried unanimously.

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

MATTERS CONTINUED FROM PREVIOUS MEETINGS: NONE

OTHER BUSINESS:

10. Approve and authorize for the Mayor's signature a letter to the County of Santa Barbara advocating for the use of carbon filtration technology to address cannabis odors impacting the residential, educational and recreational areas of the City.

    Recommendation: Approve and authorize for the Mayor's signature a letter to the County of Santa Barbara (Attachment A).

Community Development Director Bobroff presented the staff report.

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to approve and authorize the Mayor to sign and transmit a letter to the County of Santa Barbara advocating for the use of carbon filtration technology to address commercial cannabis odors. Upon voice vote, the motion carried unanimously.

11. Adoption of Ordinance No. 772 amending various sections in Carpinteria Municipal Code Chapter 2.08 ("City Manager") to align with law and practice.

    Recommendation: Approve the first reading of Ordinance No. 772 amending Chapter 2.08 to remove the residency requirement and appeal rights for the City Manager (first reading as read by title only). *(This motion requires reading of ordinance title and a roll call vote.)*

Legal Counsel Acos presented the staff report.

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to approve the first reading of Ordinance No. 772, amending Chapter 2.08 to remove the residency requirement and appeal rights for the City Manager, and continue this item to the November 27, 2023 Council Meeting for second reading and adoption.

City Clerk Barrett read aloud the title of Ordinance No. 772 into the record.

The roll call vote on the motion was as follows:

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

The motion carried unanimously.

12. First Amendment to the Cooperative Agreement with the Santa Barbara County Association of Governments for Carpinteria Circulation Improvements Funds.

    Recommendation: Authorize the Mayor to sign the First Amendment to the Cooperative Agreement with the Santa Barbara County Association of Governments for Carpinteria Circulation Improvements Funds.

Public Works Director Ilasin presented the staff report.

There was no public comment.

Motion by Councilmember Nomura, seconded by Councilmember Solórzano, to authorize the Mayor to sign the First Amendment to the Cooperative Agreement with the Santa Barbara County Association of Governments for Carpinteria Circulation Improvements Funds. Upon voice vote, the motion carried unanimously.

13. Authorization for the City Manager to execute Agreements with: 1.) Bureau Veritas North America, Inc.; and 2.) True North Compliance Services, to provide consulting building plan check and inspection staff augmentation services for the City's Building and Safety Division of the Community Development Department.

    Recommendation: Authorize the City Manager to execute Agreements with: 1.) Bureau Veritas North America, Inc.; and 2.) True North Compliance Services, to provide consulting building plan check and inspection staff augmentation services to the City's Building and Safety Division in respective amounts not-to-exceed $100,000 each. *(This motion requires a roll call vote.)*

Community Development Director Bobroff presented the staff report.

Speakers via Zoom: Amrita Salm

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to authorize the City Manager to execute Agreements with: 1.) Bureau Veritas North America, Inc.;

and 2.) True North Compliance Services, to provide consulting building plan check and inspection staff augmentation services to the City's Building and Safety Division in respective amounts not-to-exceed $100,000 each. The roll call vote on the motion was as follows:

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

The motion carried unanimously.

14. Options for City of Carpinteria Legislative Advocacy.

Recommendation: Receive and file the report and direct staff as determined appropriate.

City Manager Durflinger presented the staff report.

Speakers in-person: Fred Shaw

There was Council consensus on using a Council Standing Committee with a Legislative Platform as an alternative to the current practice of the City Council legislative advocacy.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to receive and file the report on the City's legislative advocacy process and options and direct staff to place it on the 2024 Annual Work Plan for further discussion. Upon voice vote, the motion carried unanimously.

LEGISLATIVE UPDATE:

City Manager Durflinger reported on the usual attachment from the League of California Cities and announced that there is a tentatively scheduled Council meeting on December 4th to go over an update on housing laws.

Legal Counsel Acos added that the proposed December 4th Council meeting will cover a handful of bills and staff will be back in January to provide an update on the new legislation that has just been passed on housing issues.

Councilmember Lee asked for an update on the legal actions between Huntington Beach and the State regarding housing legislation and its Housing Element. Legal Counsel Acos provided a brief update and said a further update could be made at the December 4th Council meeting.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Solórzano reported on the following:

- Next Beacon meeting on Friday in the Council Chambers.
- Santa Barbara Metropolitan Transit District Board of Directors met last week and received the findings of the District's annual audit.
- City Council/First District Supervisor Committee meeting has been rescheduled to December 4th.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the November 27th regular Council meeting.

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:09 pm.

_____
Al Clark, Mayor

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
November 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning November 06, 2023 and ending November 17, 2023.

STAFF RECOMMENDATION

Receive and file Warrant Register for the period of November 06, 2023, through November 17, 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 November 06, 2023 and ending November 17, 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: 11/06/2023 - 11/17/2023

Vendor Number / Payable #	Vendor Name / Payable Type	Payable Description	Payment Date	Payment Amount	Number
Bank Code: AP Bank-AP Bank					
Payment Type: Regular					
	MBJ HOMES INC		11/07/2023	(1,618.98)	102039
	ADVANTAGE TELECOM		11/09/2023	69.98	102460
154853	Invoice	NOV23 EMERGENCY PHONE LINE SERVICES			
	AMAZON CAPITAL SERVICES INC		11/09/2023	2,421.04	102461
13JJ-3637-6G6C	Invoice	ZIP BOOKS-COMMUNITY LIBRARY			
14FV-34WX-4TYN	Invoice	BOOKS FOR LIBRARY			
17JC-JXM6-JP9K	Invoice	BOOKS FOR LIBRARY			
1JPJ-FV1P-4M7J	Credit Memo	BOOKS FOR LIBRARY RETURNED			
1KNC-19M1-1196	Invoice	DOG ADOPTION SUPPLIES, STORAGE CONTAINERS			
1MMV-K6DJ-19FD	Invoice	BOOKS FOR LIBRARY			
1MR1-JRH3-1GFD	Invoice	BOOKS FOR LIBRARY			
1P6W-7LM9-7VYT	Invoice	OFFICE CHAIR, LABELS, CARBURETOR KIT			
1QC4-JJLK-DYMY	Invoice	BOOKS FOR LIBRARY			
1VDQ-J7TK-3NPM	Invoice	ZIP BOOKS-K. MOLONEY			
1WCT-MCY1-HHGH	Invoice	BOOKS FOR LIBRARY			
1WVY-7FN7-KMWX	Invoice	DOG BAG DISPENSERS			
	BASIC		11/09/2023	127.00	102462
IN2884308	Invoice	OCT23 MONTHLY FSA ADMIN FEE			
	BLACK GOLD COOPERATIVE LIBRARY SYSTEM		11/09/2023	1,197.78	102463
24-423	Invoice	FY23-24 Q1 REIMBURSABLE HOOPLA & HOTSPOTS			
	CA DEPT OF JUSTICE		11/09/2023	192.00	102464
686961	Invoice	SEP23 FINGERPRINT APPLICATIONS			
	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS		11/09/2023	120.00	102465
200019962	Invoice	CHANNLE COUNTIES MEETING 11/1/23			
	CARPINTERIA VALLEY LUMBER CO		11/09/2023	89.17	102466
521680	Invoice	ELECTRICAL SUPPLIES FOR COMMUNITY GARDEN REPAIR			
521752	Invoice	CABLE TIES, GLUE FOR PLAQUES AT SKATE PARK			
521905	Invoice	STAPLE GUN FOR PARKS			
	CARPINTERIA VALLEY WATER DISTRICT		11/09/2023	24,742.11	102467
CARP CITY OCT23 SERVICE	Invoice	OCT23-WATER FOR MULTIPLE LOCATIONS			
	CITY OF SANTA BARBARA CD-RHMP		11/09/2023	4,507.75	102468
INV0005068	Invoice	FY23/24 Q1 RENTAL HOUSING MEDIATION PROGRAM			
	COASTAL VIEW NEWS		11/09/2023	947.00	102469
60494	Invoice	PLANNING COMMISSION HEARING AD 10/26/23			
60495	Invoice	MONTE VISTA DOG PARK OFF LEASH AD 10/26/23			
60507	Invoice	TRICK OR TREAT 2024 AD 10/26/23			
	DEWBERRY ENGINEERS INC.		11/09/2023	3,819.82	102470
2321224	Invoice	JUL23 CARPINTERIA AVENUE BRIDGE REPLACEMENT			
2321224S	Invoice	JUN23 CARPINTERIA AVENUE BRIDGE REPLACEMENT			
	DISPENSING TECHNOLOGY COPORATION		11/09/2023	282.64	102471
15896	Invoice	LIQUID SEAL FOR PAINT SPRAYER			
15903	Invoice	PUMP REPAIR KIT FOR PAINT SPRAYER			
	EVERYWHERE RIGHT NOW		11/09/2023	910.00	102472
3692	Invoice	ANNUAL DOMAIN RENEWAL FOR LIBRARY			
3700	Invoice	OCT23 WEBSITE PROGRAMMING CITY HALL & LIBRARY			
	FENCE FACTORY		11/09/2023	201.89	102473

233417	Invoice	MATERIAL FOR FENCE REPAIR AT EL CARRO PARK			
	FIRST NATIONAL BANK OF OMAHA		11/09/2023	7,922.19	102474
OCT23 0983	Invoice	CREDIT CARD PAYMENT-OUM			
OCT23 3498	Invoice	CREDIT CARD PAYMENT-JT			
OCT23 3696	Invoice	CREDIT CARD PAYMENT-LM			
OCT23 4480	Invoice	CREDIT CARD PAYMENT-NB			
OCT23 4545	Invoice	CREDIT CARD PAYMENT-BB			
OCT23 5544	Invoice	CREDIT CARD PAYMENT-DD			
OCT23 6160	Invoice	CREDIT CARD PAYMENT-JI			
OCT23 8528	Invoice	CREDIT CARD PAYMENT-AW			
OCT23 9341	Invoice	CREDIT CARD PAYMENT-MR			
	GILBERT PUNSALAN		11/09/2023	168.45	102475
INV0005071	Invoice	REIMBURSE FOOD FOR NEW EMPLOYEE ORIENTATION 10/23			
INV0005072	Invoice	REIMBURSE FOOD FOR NEW EMPLOYEE ORIENTATION 10/16			
	GOVERNMENT FINANCE OFFICERS ASSOC		11/09/2023	190.00	102476
2368551	Invoice	MEMBERSHIP 12/1/23-11/30/24 L. MALDONADO			
	HAAKER EQUIPMENT COMPANY		11/09/2023	11,772.00	102477
E5A04P	Invoice	9/27-10/24/23 HAAKER STREET SWEEPER RENTAL			
	HDL SOFTWARE LLC		11/09/2023	450.84	102478
SIN032531	Invoice	SEP23 NEW ACCOUNTS PROCESSED/STR RETURNS			
	IMPULSE ADVANCE COMMUNICATIONS		11/09/2023	1,619.03	102479
111475	Invoice	DEC23 PHONE SERVICES			
	JOY EQUIPMENT PROTECTION INC		11/09/2023	215.00	102480
1992	Invoice	ANNUAL FIRE SPRINKLER INSPECTION CITY HALL			
	JUAN O'S MOBILE REPAIR		11/09/2023	3,600.00	102481
126	Invoice	MOVE K RAILS FOR AVOCADO FESTIVAL			
	KANOPY		11/09/2023	53.00	102482
373970 - PPU	Invoice	OCT23 LIBRARY VIDEOS			
	LIEBERT CASSIDY WHITMORE		11/09/2023	1,831.50	102483
253222	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 9/30/23			
	LIN CONSULTING INC.		11/09/2023	5,004.94	102484
15192	Invoice	JUL23 ENGINEERING CARP & PALM AVE INTERSECTION			
	MBJ HOMES INC		11/09/2023	1,618.98	102485
INV0004883	Invoice	RELEASE OF LANDSCAPE BOND			
INV0004884	Invoice	RELEASE OF LANDSCAPE BOND			
INV0004885	Invoice	RELEASE OF LANDSCAPE BOND			
	MOFFATT & NICHOL		11/09/2023	541.98	102486
00778869	Invoice	APR23 PROJECT MANAGEMENT DUNE & SHORELINE			
00779654	Invoice	MAY23 PROJECT MANAGEMENT DUNE & SHORELINE			
	OVERDRIVE INC.		11/09/2023	2,547.81	102487
01352CO23396591	Invoice	OCT23 EBOOK/AUDIOBOOK MATERIAL FOR LIBRARY			
01352DA23401461	Invoice	OCT23 EBOOK/AUDIOBOOK MATERIAL FOR LIBRARY			
	PARADISE CHEVROLET		11/09/2023	331.36	102488
CTCS692410	Invoice	NEW KEY, OIL CHANGE, WARRANTY WORK 22 COLORADO			
	QUINN COMPANY		11/09/2023	712.39	102489
WON10020910	Invoice	SERVICE ON CITY HALL GENERATOR			
	REGIONAL GOVERNMENT SERVICES		11/09/2023	9,111.82	102490
15671	Invoice	SEP23 CONTRACTED HR SERVICES SUPPORT			
15786	Invoice	EXPENSE REIMBURSEMENT-RANDOLPH POLLARD			
	ROCKWELL PRINTING		11/09/2023	158.62	102491
43103	Invoice	BUSINESS CARDS FOR TWO NEW EMPLOYEES			
	SANTA BARBARA SWIM CLUB		11/09/2023	1,104.50	102492
INV0005070	Invoice	NOV23 SBSC NOVICE SWIM MEET			
	SHOWSCAPES		11/09/2023	20,567.30	102493

388333355	Invoice	TRACTOR RENTAL FOR EL CARRO PARK RENOVATION 5/8/23			
388333356	Invoice	IRRIGATION REPAIR EL CARRO 7/10/23			
388333357	Invoice	IRRIGATION REPAIR EL CARRO PARK 7/11/23			
388333358	Invoice	IRRIGATION REPAIR EL CARRO PARK 6/29/23			
388333359	Invoice	IRRIGATION REPAIR TOMOL PARK 6/29/23			
388333361	Invoice	IRRIGATION REPAIR MONTE VISTA PARK 6/29/23			
388333693	Invoice	IRRIGATION REPAIR SEASIDE BLDG 8/14/23			
	SITEONE LANDSCAPE SUPPLY (ALL AROUND)		11/09/2023	335.43	102494
135778100-001	Invoice	DRIP MATERIALS FOR AVOCADO FARM			
	SO CA EDISON		11/09/2023	1,520.10	102495
OCT23 700230547624	Invoice	OCT23 ELECTRICITY-5103 CARPINTERIA AVE			
OCT23 700274833982	Invoice	OCT23 ELECTRICITY-901 CACTUS LN EV EV			
OCT23 700525378417	Invoice	OCT23 ELECTRICITY-931 WALNUT AVE & 4851 5TH ST			
OCT23 700604790697	Invoice	OCT23 ELECTRICITY-CAPP AV/CSTS PAS 609			
	SO CAL GAS		11/09/2023	2,650.17	102496
OCT23 006 514 2700 7	Invoice	NATURAL GAS 5305 CARPINTERIA AVE (POOL)			
OCT23 014 914 3239 7	Invoice	NATURAL GAS 5103 CARPINTERIA AVE (FRIENDS OF LIBRA			
OCT23 016 913 9500 6	Invoice	NATURAL GAS 5775 CARPINTERIA AVE (CITY HALL)			
OCT23 140 914 3084 4	Invoice	NATURAL GAS 941 WALNUT AVE (VETS HALL)			
	TRAFFIC TECHNOLOGIES LLC		11/09/2023	114.71	102497
45515	Invoice	SAFETY LIGHT FOR UNIT 250			
	TRI-CO REPROGRAPHICS		11/09/2023	22.73	102498
188658	Invoice	SCANNING SMALL FORMAT, FILE RENAME 10/24/23			
188659	Invoice	SCANNING SMALL FORMAT, FILE RENAME 10/24/23			
188660	Invoice	SCANNING SMALL FORMAT, FILE RENAME 10/24/23			
188662	Invoice	SCANNING SMALL FORMAT, FILE RENAME 10/24/23			
	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA		11/09/2023	197.96	102499
1020230156	Invoice	NOV23 NEW TICKET CHARGES & DATABASE MAINTENANCE			
23-241328	Invoice	OCT23 CA STATE FEE FOR REGULATORY COSTS			
	VILLAGE POOL SUPPLY		11/09/2023	374.10	102500
46955	Invoice	ACID FOR POOL 10/25/23			
	WESTAIRE HEATING & CONDITIONING INC		11/09/2023	1,250.00	102501
20284	Invoice	SEP23 HVAC MAINTENANCE-CITY HALL			
	WEX BANK (76)		11/09/2023	796.43	102502
92987051	Invoice	OCT23 FUEL FOR CITY VEHICLES			
	AT&T MOBILITY		11/16/2023	390.59	102507
287303896883X10102023	Invoice	SEP23 CITY HALL CELL PHONES			
	EXTRA SPACE STORAGE		11/16/2023	550.00	102508
NOV23 0905	Invoice	UNIT RENT 11/23/23-12/23/23			
	MISSIONSQUARE		11/16/2023	4,210.35	102509
INV0005079	Invoice	Deferred Compensation Contribution-Part Time Emp			
INV0005080	Invoice	MissionSquareEmployee Contributions			
INV0005081	Invoice	MISSIONSQUARE Employee Contributions			
	SEIU LOCAL 620		11/16/2023	258.94	102510
INV0005082	Invoice	Employee Union Dues Contribution			
	UNITED WAY OF SANTA BARBARA COUNTY		11/16/2023	24.00	102511
INV0005083	Invoice	Employee United Way Contribution			
	CalPERS HEALTH		11/09/2023	48,840.78	DFT0003156
100000017324410	Invoice	OCT23 HEALTH PREMIUMS			
	CalPERS HEALTH		11/09/2023	7,488.87	DFT0003157
100000017324415	Invoice	OCT23 HEALTH PREMIUMS CC			
	CalPERS		11/16/2023	138.90	DFT0003166
FY23-24 RETRO DC, MS	Invoice	FY23-24 RETRO CONTRIBUTIONS-D. CHEPLEY & M. SMITH			
	EDD-SIT		11/16/2023	6,818.99	DFT0003167
PR23 11/16/23	Invoice	PR23 11/16/13 SIT TAXES			

	INTERNAL REVENUE SERVICE		11/16/2023	20,164.46	DFT0003168
PR23 11/16/23	Invoice	PR23 11/16/13 FEDERAL TAXES			
	CalPERS		11/16/2023	15,241.45	DFT0003169
10/14/23-10/27/23 CLASSIC	Invoice	CLASSIC RETIREMENT 10/14/23-10/27/23			
	CalPERS		11/16/2023	9,131.85	DFT0003170
10/14/23-10/27/23 PEPRA	Invoice	PEPRA RETIREMENT 10/14/23-10/27/23			
	EDD-SDI		11/16/2023	1,457.68	DFT0003171
PR23 11/16/23	Invoice	PR23 11/16/13 SDI TAXES			

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
November 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Contracts Executed by the City Manager on behalf of the City for the Period of October 17, 2023 through November 20, 2023.

STAFF RECOMMENDATION

Receive and file Report of Contracts Executed by the City Manager for the Period of October 17, 2023 through November 20, 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 October 17, 2023 through November 20, 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 October 17, 2023 through November 20, 2023

VENDOR	PURPOSE	AMOUNT
Carpinteria Arts Center	Grant Agreement for Financial Support of Arts by the Sea Summer Camp and Bellas Artes Summer Camp	$6,000.00

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
November 27, 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 October 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	$	18,290,243.40
Cash Receipts		3,640,238.73
Cash Disbursements		(3,665,628.17)
Cash and Investment End of the Month	$	18,264,853.96

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 October 31, 2023, the portfolio's average days to maturity was 1.90 years, the average coupon rate was 1.70%, the average yield to maturity was 5.19%, the par value was $10,150,000 and the Market Value was $9,582,468.62

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 May 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

Attachment A

City Treasurer's Monthly Report

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

CASH ACTIVITY FOR THE MONTH:

Cash and Investment Beginning of the Month	$ 18,290,243.40
Cash Receipts	3,640,238.73
Cash Disbursements	(3,665,628.17)
Cash and Investment End of the Month	$ 18,264,853.96

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	449,024.21	449,024.21	449,024.21
Demand Deposit - Premier Public Money Market	Montecito Bank	N/A	11/1/2023	1	140,822.95	140,822.95	140,822.95
Demand Deposit - Section 125 Checking	Montecito Bank	N/A	N/A	N/A	5,987.00	5,987.00	5,987.00
Demand Deposit - Payroll Checking	Montecito Bank	N/A	N/A	N/A	153,957.77	153,957.77	153,957.77
Local Agency Investment Fund	State of California	0.22%	11/1/2023	1	3,535,284.14	3,535,284.14	3,535,284.14
Demand Deposit - Money Market	Charles Schwab	N/A	11/1/2023	1	4,121,067.46	4,121,067.46	4,121,067.46
Treasury Note, 2.75%, (912828WE6)	U.S. Government	2.23%	11/15/2023	15	250,000.00	249,726.55	252,049.66
Treasury Note, 0.75%, (91282CDR9)	U.S. Government	0.73%	12/31/2023	61	250,000.00	248,085.93	249,993.47
Treasury Note, 2.5%, (9128285Z9)	U.S. Government	0.06%	1/31/2024	92	200,000.00	198,562.50	199,388.94
Treasury Note, 2.375%, (9128286G0)	U.S. Government	0.78%	2/29/2024	121	200,000.00	197,968.74	199,264.00
Treasury Note, 0.25%, (91282CBR1)	U.S. Government	2.17%	3/15/2024	136	250,000.00	245,273.43	240,750.00
Treasury Note, 2.25%, (9128286R6)	U.S. Government	2.41%	4/30/2024	182	250,000.00	245,976.55	249,156.76
Treasury Note, 2.0%, (912828XT2)	U.S. Government	1.11%	5/31/2024	213	250,000.00	245,000.00	255,107.50
Treasury Note, 0.25%, (91282CCG4)	U.S. Government	4.61%	6/15/2024	228	250,000.00	242,031.25	235,669.96
Treasury Note, 3.0%, (91282CFA4)	U.S. Government	4.53%	7/31/2024	274	250,000.00	245,429.68	244,503.55
Treasury Note, 3.25%, (91282CFG1)	U.S. Government	4.30%	8/31/2024	305	250,000.00	245,429.68	245,158.84
Treasury Note, 0.375%, (91282CCX7)	U.S. Government	1.08%	9/15/2024	320	250,000.00	239,179.68	245,359.46
Treasury Note, 2.125%, (9128282Y5)	U.S. Government	4.31%	9/30/2024	335	250,000.00	242,617.18	239,586.84
Treasury Note, 0.625%, (91282CDB4)	U.S. Government	4.14%	10/15/2024	350	250,000.00	238,828.13	233,056.64
Treasury Note, 2.25%, (912828G38)	U.S. Government	4.35%	11/15/2024	381	250,000.00	241,953.13	241,052.35
Treasury Note, 1.00%, (91282CDN8)	U.S. Government	0.98%	12/15/2024	411	250,000.00	238,125.00	250,079.39
Treasury Note, 1.125%, (91282CDS7)	U.S. Government	4.09%	1/15/2025	442	250,000.00	237,812.50	237,350.47
Treasury Note, 1.125%, (912828ZC7)	U.S. Government	1.29%	2/28/2025	486	250,000.00	236,640.63	248,740.00
Treasury Note, 2.625%, (9128284F4)	U.S. Government	1.30%	3/31/2025	517	250,000.00	241,015.63	260,224.61
Treasury Note, 0.25%, (912828ZT0)	U.S. Government	1.25%	5/31/2025	578	250,000.00	231,328.13	241,660.01
Treasury Note, 0.25%, (912828ZW3)	U.S. Government	1.53%	6/30/2025	608	250,000.00	230,546.88	239,598.86
Treasury Note, 0.25%, (91282CAM3)	U.S. Government	1.32%	9/30/2025	700	250,000.00	228,203.13	240,265.00
Treasury Note, 3.0%, (9128285J5)	U.S. Government	4.09%	10/31/2025	731	250,000.00	240,195.30	242,136.63
Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.20%	12/31/2025	792	250,000.00	226,523.42	241,955.00
Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.37%	12/31/2025	792	250,000.00	226,523.43	240,365.00
Treasury Note, 3.875%, (91282CGE5)	U.S. Government	3.77%	1/1/2026	793	250,000.00	244,062.50	250,641.19
Treasury Note, 1.625%, (912828P46)	U.S. Government	1.56%	2/15/2026	838	250,000.00	231,796.88	250,595.69
Treasury Note, 0.5%, (91282CBQ3)	U.S. Government	1.28%	2/25/2026	848	250,000.00	225,507.80	242,113.19
Treasury Note, 0.75%, (91282CBT7)	U.S. Government	1.28%	3/31/2026	882	250,000.00	226,445.30	244,459.30

Treasury Note, 0.75%, (91282CCF6)	U.S. Government	1.34%	5/31/2026	943	250,000.00	224,804.68	243,702.50
Treasury Note, 0.875%, (91282CCJ8)	U.S. Government	1.35%	6/30/2026	973	250,000.00	225,195.30	244,821.96
Treasury Note, 1.625%, (91282YQ7)	U.S. Government	4.00%	10/31/2026	1096	250,000.00	227,421.88	227,869.30
Treasury Note, 2%, (91282U24)	U.S. Government	4.31%	11/15/2026	1111	250,000.00	229,726.55	228,317.27
Treasury Note, 1.25%, (91282CDK4)	U.S. Government	1.28%	11/30/2026	1126	250,000.00	224,257.80	249,602.02
Treasury Note, 1.5%, (912828Z78)	U.S. Government	3.64%	1/31/2027	1188	250,000.00	224,843.75	231,040.31
Treasury Note, 2.25%, (912828V98)	U.S. Government	4.29%	2/15/2027	1203	250,000.00	230,234.38	229,819.14
Treasury Note, 2.5%, (91282CEF4)	U.S. Government	3.96%	2/16/2027	1204	250,000.00	231,562.50	235,031.06
Treasury Note, 2.75%, (91282CEN7)	U.S. Government	3.71%	4/30/2027	1277	250,000.00	233,046.88	241,094.62
Treasury Note, 3.25%, (91282CEW7)	U.S. Government	3.70%	6/30/2027	1338	250,000.00	236,484.38	245,668.13
Treasury Note, 3.125%, (91282CFH9)	U.S. Government	4.19%	8/31/2027	1400	250,000.00	234,804.68	238,232.21
Treasury Note, 4.125%, (91282CFU0)	U.S. Government	4.02%	10/31/2027	1461	250,000.00	243,203.13	250,962.10
Treasury Note, 2.25%, (9128283F5)	U.S. Government	4.01%	11/15/2027	1476	250,000.00	226,093.75	232,267.50
					18,556,143.53	**17,988,612.15**	**18,264,853.96**

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

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

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

Based upon currently budgeted revenues and expenditures, the City currently has sufficient liquid financial resources to meet anticipated expenditures during the period 11/01/23 through 5/01/24.

WEIGHTED AVERAGE MATURITY OF PORTFOLIO

As of Octber 31, 2023 the weighted average days to maturity of the City's investment portfolio is 1.90 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
November 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Adoption of Ordinance No. 772 amending various sections in Carpinteria Municipal Code Chapter 2.08 ("City Manager") to align with law and practice.

STAFF RECOMMENDATION

Adopt Ordinance No. 772 (second reading), amending Chapter 2.08, City Manager, of the Carpinteria Municipal Code.

Sample Motion: I move to adopt Ordinance No. 772, amending Chapter 2.08, City Manager, of the Carpinteria Municipal Code. *(This motion requires a roll call vote.)*

BACKGROUND

In anticipation of the installation of a new City Manager, staff recommends revising certain outdated provisions in Carpinteria Municipal Code Chapter 2.08, governing the City Manager position. The City's employment counsel, Liebert Cassidy Whitmore suggested these amendments and the City Attorney's Office agrees with these recommendations.

On October 9, 2023, the City Council determined the maximum distance from the City that the city manager is required to reside is 30 miles and the time frame the city manager has from their appointment to establish a residence is 90 days. At the City Council's subsequent meeting on October 23, 2023, however, Council expressed concern with the 90 day timeframe and requested staff to amend the proposed ordinance to provide 180 days for a city manager to reside within the agreed upon distance. The City Council also requested the addition of language authorizing the Council to change the distance or timeframe by resolution. These terms are included in the attached Ordinance No. 772 for Council's consideration. Additionally, because the requested amendment was substantive in nature, Ordinance No. 772 returned for first reading at the November 13, 2023 meeting.

The purpose of this agenda matter is for the Council to consider the second reading and adoption of Ordinance No. 772.

DISCUSSION

The draft Ordinance No. 772 includes two changes to Chapter 2.08: (1) amending the City Manager residency requirement to accord with State law, and (2) eliminating an appeal right to dismissal, which is contrary to the at-will nature of the City Manager's employment.

Amending the Residency Requirement
CMC Section 2.08.030 ("Residency Requirements") currently provides as follows: "Residence in the city at the time of appointment shall not be required as a condition of appointment; provided, however, that within twelve months after the appointment of the city manager, he shall establish his residence in the city, unless such time is extended by resolution of the city council."

Article XI § 10(b) of the California Constitution and Government Code §50083, however, prohibit local agencies from requiring their employees to reside within the boundaries of the particular agency; the former, however, does permit employees "be required to reside within a reasonable and specific distance of their place of employment or other designated location." This prohibition also bars residency requirements applied to applicants for public agency employment.

It is common practice for local agencies to require public safety personnel, such as police officers and fire fighters, to live near their agency, under the premise that the restriction ensures rapid emergency response. The same may be true of a city manager, who is often the designated Director of Emergency Services.[1] Other legitimate objectives for a residency requirement include enhancement of the quality of employee performance by greater personal knowledge of the city's conditions and by a feeling of greater personal stake in the city's progress, as well as diminution of absenteeism and tardiness among municipal personnel.[2]

In light of State law, it is proposed that the title for Section 2.08.030 be changed to "Residency," and the substance of the section be amended to read as follows:

> "Residence in the city shall not be required as a condition of appointment, but the city manager shall establish residence within 30 miles of the city within 180 days of appointment unless, by resolution, the city council establishes a different reasonable and specific distance from the city and/or time period to establish residency. Thereafter, the city manager shall maintain a residence within the specified distance."

---

[1] In the City, the City Manager acts as the designated Director of Emergency Services.
[2] See 77 Ops Cal Atty Gen 170 (1994).

Beyond legal requirements, because local housing prices not only within the City's jurisdictional limits, but throughout south Santa Barbara County may be a hurdle for the recruitment and retention of a new City Manager, the language proposed above allows the Council to be as restrictive as it desires, while also carving out discretion that may be exercised on a case-by-case basis.

As examples from other jurisdictions, the City of Palos Verdes Estates (municipal code Section 2.08.020) and the City of Sonoma (municipal code Section 2.08.020) both require the city manager to live within 10 miles from the City, but afford the Council a similar flexibility that is in the suggested amendment.

In deciding on a distance to insert in the recommended amendment, the following may be considered. The distance from Carpinteria City Hall to the outer limits of various neighboring cities are as follows:

- Goleta (measured to Bacara Resort): 26.7 miles (approximately 30 minute drive)
- Ventura (measured to Azahar Park): 25 miles (~30 minute drive)
- Oxnard (measured to Haas Automation): 27.2 miles (~ 30 minute drive)
- Camarillo (measured to Quito Park): 36.5 miles (~35-50 minute drive)
- Buellton (measured to Alder Ln): 51.1 miles (~1 hour drive)

Delete the Right to Appeal Dismissal

CMC Sections 2.08.070 to 2.08.100 provide the city manager with a right to appeal his or her dismissal. This is not only unusual, but contrary to the at-will nature of city employment. For this reason, it is recommended that Section 2.08.070 be amended to remove mention of the right, and Sections 2.08.080 to 2.08.100 be removed altogether because they discuss the hearing process.

Section 2.08.070 is recommended to be edited as follows (strikethrough indicates deletion; underline indicates additional text):

> **2.08.070 - Agreement for administrative services and removal authorized**.
>
> Pursuant to the employment of the city manager, the city council and the city manager shall enter into an agreement, in writing, agreeable to both parties which shall set forth the conditions of employment ~~and an agreement of termination~~; provided, however, that such agreement shall not be contrary to those stipulations established in this chapter. The removal of the city manager shall be only upon a three member vote of the whole council ~~in a regular council meeting, subject, however, to the provisions of Sections 2.08.080 through 2.08.100~~, and the decision shall be final.

Sections 2.08.080 through 2.08.100, which are recommended for deletion, provide as follows:

2.08.080 - Removal—Hearing.
Within seven days after the delivery to the city manager of such notice, he may, by written notification to the mayor, request a hearing before the city council. Thereafter, the city council shall fix a time for the hearing which shall be held at its usual meeting place, but before the expiration of the thirty-day period, at which the city manager shall appear and be heard, with or without counsel.

2.08.090 - Removal—Suspension pending hearing.
After furnishing the city manager with written notice of intended removal by resolution of the council subsequent to the hearing as provided in Section 2.08.080, the city manager shall be suspended from further duties.

2.08.100 - Removal—Discretion of council.
In removing the city manager, the city council shall use its uncontrolled discretion and its action shall be final and shall not depend upon any particular showing or degree of proof at the hearing, the purpose of which is to allow the city manager to present to the city council his grounds of opposition to his removal prior to its action.

POLICY CONSISTENCY

The proposed amendment is consistent with the City's interest in ensuring its policies and
practices are consistent with applicable federal and state laws.

FINANCIAL CONSIDERATIONS

None.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney's Office prepared this report and the City Attorney will be available to discuss and answer questions at the meeting.

OPTIONS

1. Adopt Ordinance No. 772 (second reading), amending Chapter 2.08 to remove the residency requirement and appeal rights for the City Manager. *(Staff recommendation)*
2. Direct staff to revise Ordinance No. 772 and bring the matter back at a later date for further consideration.
3. Elect to not adopt the recommended amendments to CMC Chapter 2.08.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

A. Ordinance No. 772

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

Signature

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

Signature

ATTACHMENT A

ORDINANCE NO. 772

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, AMENDING CHAPTER 2.08 TO AMEND THE RESIDENCY REQUIREMENT AND APPEAL RIGHTS FOR THE CITY MANAGER

WHEREAS, certain provisions of Carpinteria Municipal Code ("CMC") Chapter 2.08 relating to the City Manager position need updating to reflect current legal requirements; and,

WHEREAS, the City desires the align the CMC with the Article XI Section 10(b) of the California Constitution, which prohibits a city from requiring that its employees be residents of such city, but permits a residency requirement within a reasonable and specific distance of a place of employment or other designated location; and,

WHEREAS, Government Code Section 50083 contains a parallel provision to that of the California Constitution; and,

WHEREAS, on October 23, 2023, the City Council provided direction on the amendment of CMC Section 2.08.030 ("Residency Requirements"), which direction is memorialized in the proposed amendment of the ordinance; and

WHEREAS, certain CMC provisions providing appeal rights upon suspension or removal are contrary to the at-will nature of the City Manager's employment and are to be removed.

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. AMENDMENT OF CMC SECTION 2.08.030 ("RESIDENCY REQUIREMENTS").

Section 2.08.030 of the Carpinteria Municipal Code ("CMC") is hereby amended in its entirety to read as follows:

" Section 2.08.030 - Residency.

Residence in the city shall not be required as a condition of appointment, but the city manager shall establish residence within 30 miles of the city within 180 days

of appointment unless, by resolution, the city council establishes a different reasonable and specific distance from the city and/or time period to establish residency. Thereafter, the city manager shall maintain a residence within the specified distance."

SECTION 3. AMENDMENT OF CMC SECTION 2.08.070 ("AGREEMENT FOR ADMINISTRATIVE SERVICES AND REMOVAL AUTHORIZED").

CMC Section 2.08.070 is hereby amended in its entirety to read as follows:

"Pursuant to the employment of the city manager, the city council and the city manager shall enter into an agreement, in writing, agreeable to both parties which shall set forth the conditions of employment; provided, however, that such agreement shall not be contrary to those stipulations established in this chapter. The removal of the city manager shall be only upon a three member vote of the whole council, and the decision shall be final."

SECTION 4. DELETION OF CMC SECTIONS 2.08.080, 2.08.090, and 2.08.100.

CMC Sections 2.08.080, 2.08.090, 2.08.100 are hereby repealed and shall be Reserved and denoted as such.

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 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).

PASSED, APPROVED AND ADOPTED on November 27, 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 November 27, 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
November 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Acceptance for recordation of Parcel Map 25,187, and associated documents including project-specific Covenants, Conditions and Restrictions (CC&Rs), and Informational Notice document, for the Haber Condominium Project (20-2076-DP/CDP/TPM/TEX) located at 4716 Seventh Street.

STAFF RECOMMENDATION

Staff recommends the Council accept Parcel Map 25,187 and associated documents for recordation.

Sample Motion: I move to accept Parcel Map 25,187 and associated documents, and authorize staff to take the necessary steps to submit Parcel Map 25,187 and associated documents to the County Recorder of Santa Barbara County for recordation.

BACKGROUND

The Haber Condominium Project includes the remodel of an existing single family dwelling, the construction of a new detached two-car carport, the construction of two new attached two-story residential units with attached garages, and the subdivision of the property for condominium purposes. The project also includes various site improvements, including construction of a new shared driveway/motorcourt, site-perimeter retaining walls and fences, site landscaping, onsite stormwater facilities, and the removal of an existing power pole on the project's Seventh Street frontage as a part of utilities undergrounding.

The proposed project was considered and approved by the Planning Commission at the June 4, 2018 meeting subject to the adopted conditions of approval (Project 17-1883-DP/CDP/TPM; Resolution No. PC-18-006). The Planning Commission's approval became final on June 14, 2018, following the expiration of the requisite 10-calendar day appeal period. The original project approval was granted for a period of three years,

giving the applicant until June 14, 2021 to obtain building permits and commence construction.

The subject property and proposed project were purchased by the current owner, Michael Haber, Surf Cottages, LLC, from the former owner and original project applicant, Bob Gobuty, in July 2020. Upon transfer of the property, a new project number was assigned (20-2076-DP/CDP/TPM) to reflect the new ownership interest and financially responsible party.

Pursuant to Assembly Bill (AB) 1561, housing-related projects that were approved prior to March 4, 2020 and that would have expired prior to December 31, 2021, were subject to an automatic 18-month time extension. The time extension was granted in response to delays in statewide housing production caused by the global COVID-19 pandemic. As the subject project met the necessary qualifications, the automatic 18-month extension to the project approvals extended the project approval expiration date from June 14, 2021 to December 14, 2022.

On November 7, 2022, the applicant requested a 24-month time extension for the project due to delays in completing the permit process and commencing construction as a result of the COVID-19 pandemic. The request for the time extension was considered and approved by the Planning Commission on December 5, 2022 (Project 20-2076-DP/CDP/TPM/TEX; Resolution No. PC-22-010). The Planning Commission's approval became final on December 16, 2022, following the expiration of the requisite 10-calendar day appeal period. With the granted 24-month time extension, the project approvals remain valid through December 16, 2024.

DISCUSSION

Pursuant to the State Subdivision Map Act and Title 16 (Subdivisions) of the Carpinteria Municipal Code, prior to recordation of the Parcel Map, said Map and any associated required measures or documents must first return to the City Council for formal acceptance and to authorize staff to complete all remaining steps necessary for execution and recordation of the documents. As part of this action, the Council must confirm that all project conditions of approval required to be satisfied prior to recordation of the Parcel Map have been properly and fully executed.

The project Conditions of Approval (Attachment A) require the following map conditions be satisfied prior to recordation:

- **Map Condition 30**: Prior to recordation of the Parcel Map and subject to CDD approval as to form and content, the applicant shall include all of the project conditions required by this project approval on a separate informational sheet to be recorded with the Parcel Map.

- **Map Condition 31**: Prior to recordation of the Parcel Map, the applicant shall pay applicable Quimby Fees.

- **Map Condition 32**: The Parcel Map shall be subject to the Subdivision Ordinance of the City of Carpinteria and to the State Subdivision Map Act. The Map shall be prepared by a qualified California Registered Civil Engineer or Licensed Land Surveyor. Closure calculations shall be submitted along with adequate reference data and a current title report. Two copies of the map and one copy of the calculations shall be submitted for review. Within thirty (30) days after the recordation of the Parcel Map, the applicant shall deliver one set of reproducible mylar copies of the recorded map to the Community Development Department.

- **Map Condition 33**: The Parcel Map shall be substantially in conformance with the Tentative Map as approved. Any substantial changes, as determined by City staff, require the approval of the Planning Commission and the City Council.

- **Map Condition 34**: Prior to recordation, public utility easements shall be provided at the locations and of widths required by the serving utilities. The subdivider shall submit to the City Surveyor a set of prints of the Parcel Map accompanied by a letter from each utility and water and sewer district serving the property stating that the easements shown thereon are acceptable.

- **Map Condition 35**: The applicant shall pay all engineering fees and all other fees and deposits prior to approval of the Parcel Map by the City Council.

- **Map Condition 36**: Before recordation of the Parcel Map, Developer shall provide the City Engineer with written evidence from the Santa Barbara County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493.

- **Map Condition 37**: Conditions, Covenants and Restrictions (CC&Rs) for the project shall be submitted for review to the City Attorney, Community Development Department and Public Works Department, and approved by the City Council prior to acceptance of the Parcel Map. The CC&Rs shall include provisions for the HOA maintenance of any landscaping, fencing and specialty hardscape within the City's right-of-way and shall provide for the shared maintenance responsibilities by all parcels for common area shared improvements. The CC&Rs shall also include by reference responsibilities for all parcels to maintain property in compliance with all conditions of approval for the project. Further, the City Attorney and the City Council may require additional restrictions within the CC&Rs as found to be appropriate.

The Development Plan and Coastal Development Permit conditions also stipulate that certain requirements be included in the project's CC&Rs, including: maintenance of landscaping for the life of the project; compliance with approved exterior lighting; a

requirement that parking spaces within garages be maintained at all times for the parking of vehicles; and a requirement that the uncovered guest space be maintained for the life of the project. Finally, the project conditions of approval state that no permits for construction shall be issued prior to recordation of the Parcel Map.

City staff, including Community Development, Public Works, the City Surveyor, and the City Attorney's office have reviewed and administratively accepted all pertinent documents as having satisfied the respective project conditions. Copies of the proposed final exhibits and associated documents to be signed and recorded following acceptance by the City Council are included in the following attachments:

- Parcel Map No. 25,187 exhibit as Attachment B;
- Project Covenants, Conditions and Restrictions (CC&Rs) as Attachment C; and
- Conditions of Approval Informational Notice as Attachment D;

FINANCIAL CONSIDERATIONS

All staff time and costs associated with the review and recordation of Parcel Map No. 25,187 and associated documents are borne by the applicant. All project accounts are paid and current, and sufficient funds remain on hand to cover anticipated costs associated with final review and recordation.

Parkland acquisition fees, also known as "Quimby Fees," for the project total $32,935.14 and were paid in full on November 14, 2023. All other Development Impact Fees associated with the project are due at the time of Occupancy Clearance for the respective new dwelling units.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Staff has confirmed that all required project conditions of approval that must be satisfied prior to recordation of the Parcel Map have been properly and fully complied with. City staff shall be responsible for ensuring that all of the referenced documents are properly executed and recorded.

OPTIONS

1. Accept Parcel Map 25,187 and associated documents for recordation (staff recommendation).
2. Request revisions to Parcel Map No. 25,187 and/or any of the associated documents, and direct staff to return with the revised documents to a future Council meeting.

PRINCIPAL PARTIES EXPECTED AT MEETING

Michael Haber, Surf Cottages, LLC (owner)

Eva Turenchalk, agent

ATTACHMENTS

Attachment A: Project Conditions of Approval
Attachment B: Parcel Map No. 25,187 exhibit
Attachment C: Project Covenants, Conditions and Restrictions (CC&Rs)
Attachment D: Conditions of Approval Informational Notice

Staff contact: Brian Banks, Principal Planner
Community Development Department
805-755-4414 / brian.banks@carpinteriaca.gov

Signature

Reviewed by: Nick Bobroff, Director
Community Development Department

Signature

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

Signature

Attachment A

Project Conditions of Approval

Haber Condominiums
Final Map Clearance - Parcel Map No. 25,187
November 27, 2023 City Council Hearing

PLANNING COMMISSION HEARING
PROJECT 20-2076-DP/CDP/TPM/TEX
HABER CONDOMINIUMS TIME EXTENSION
4716 SEVENTH STREET (APN 003-301-020)
DECEMBER 5, 2022

EXHIBIT 3: CONDITIONS OF APPROVAL (APPLICANT: MICHAEL HABER, SURF COTTAGES, LLC)

The Conditions set forth in this permit affect the title and possession of the real property that is the subject of this permit and shall run with the real property or any portion thereof. All the terms, covenants, conditions and restrictions herein imposed shall be binding upon and inure to the benefit of the owner (applicant, developer), his or her heirs, administrators, executors, successors and assigns. Upon any sale, division or lease of real property, all the conditions of this permit shall apply separately to each portion of the real property and the owner (applicant, developer) and/or possessor of any such portion shall succeed to and be bound by the obligations imposed on the owner (applicant, developer) by this permit.

PROJECT DESCRIPTION

1. This Development Plan, Coastal Development Permit and Tentative Parcel Map is based upon and limited to compliance with the project description, the hearing exhibits (Exhibit 1, Attachment B to the staff report dated December 5, 2022), and conditions of approval set forth below. Any deviations from the project description, exhibits or conditions must be reviewed and approved by the City for conformity with this approval. Deviations may require approved changes to the permit and/or further environmental review. Deviations without the above described approval will constitute a violation of permit approval.

   The project description is as follows:

   Development Plan: *A Development Plan (DP) is requested to allow for the construction of the proposed project. The project includes the following elements:*

   - *Remodel of Existing Single Family Residence: An existing 1,165 square foot one-story single family residence would be remodeled. Proposed improvements include updated exterior treatments and materials (board and batten siding, windows, corrugated metal roof), a new front entry and covered porch, removal of an existing exterior utility closet, and an upgrade to interior plumbing fixtures. Maximum existing height of the residence would remain at approximately 14 feet four inches.*
   - *New Detached Two-Car Carport: A new detached 324 square foot two-car garage would be constructed to serve the existing detached residence. The garage would be located directly behind the existing residence. Maximum height of the new garage would be approximately nine feet 11 inches.*

- *Construct Two New Residential Units: Two new attached two-story residences with attached two-car garages would be constructed on the north and west portions of the subject lot. Each unit would contain three bedrooms and two-and-a-half bathrooms. Total square footage of the units would be: Unit "A" 1,968 square feet of living area plus a 412 square foot attached two-car garage; Unit "B" 1,966 square feet of living area plus a 408 square foot attached two-car garage. Unit "A," which faces the street would include a 62 square foot second floor deck. Maximum height of the new units, as measured from finished grade would be approximately 27 feet.*
- *Site Improvements: Proposed site improvements include construction of a new shared driveway/motorcourt located in the center of the lot and providing access to all three residences' garages and the shared visitor space, site perimeter retaining walls and fences, site landscaping, including both common and private open space areas, onsite stormwater facilities (e.g., permeable paving materials, and distributed bio-retention basins), and underground utilities including the removal of an existing power pole on the project's Seventh Street frontage. Estimated earthwork quantities are 740 cubic yards of cut and 985 cubic yards of fill, for a net import of 245 cubic yards. Much of the excavation/cut is to allow for proper recompaction to support the new building pads. The additional fill will be used in recompaction and to ensure positive drainage.*

In total, the project would result in three residential units with a total combined square footage of 5,204 square feet of living area, and 1,144 square feet of garages, covered parking and storage. The cumulative total square footage of all structures would be 6,348 square feet.

***Coastal Development Permit:** A Coastal Development Permit (CDP) is required to allow the proposed development within the Coastal Zone as described above.*

***Tentative Parcel Map:** The approval of Tentative Parcel Map (TPM) No. 25,187 would allow for the three-way subdivision of the property for condominium purposes, resulting in three residential condominium units and one common area lot.*

The grading, development, use, and maintenance of the property, the size, shape, arrangement, and location of structures, parking areas and landscape areas, and the protection and preservation of resources shall conform to the project description above and the hearing exhibits and conditions of approval below. The property and any portions thereof shall be sold, leased or financed in compliance with this project description and the approved hearing exhibits and conditions of approval hereto. All plans (such as Landscape Plans) must be submitted for review and approval and shall be implemented as approved by the City.

PROJECT SPECIFIC CONDITIONS

2. The design, scale and character of the project architecture shall be compatible and blend harmoniously with vicinity development. **Plan Requirement and Timing:** The applicant shall submit architectural, landscape and grading plans of the project for final review by the Architectural Review Board prior to approval of any Building Permit for physical development. **Monitoring:** CDD shall review submitted plans, provide direction to the ARB regarding this condition and site inspect prior to, and during the construction phase.

3. All materials and colors used in construction and all landscape materials shall be as represented to the Architectural Review Board and any deviation will require the express review of the Board.

4. In compliance with the Water Conservation in Landscaping Act of 2006 (Assembly Bill 1881, Laird)) as amended by the May 29, 2015 Information Bulletin 2015-03 from the Department of Housing and Community Development and Chapter 15.90 of the City's Municipal Code: Water Efficient Landscaping, a Landscape Documentation Package containing the following elements shall be prepared by a design professional: PROJECT INFORMATION; WATER EFFICIENT LANDSCAPE WORKSHEET; SOIL MANAGEMENT REPORT; LANDSCAPE DESIGN PLAN; IRRIGATION DESIGN PLAN; and GRADING DESIGN PLAN. The preparation of a Certificate of Completion containing the following elements shall also be prepared by a design professional: CERTIFICATION OF INSTALLATION (per the approved plan); FINAL SOILS INFORMATION; IRRIGATION SCHEDULING PARAMETERS; MAINTENANCE SCHEDULES; and IRRIGATION AUDIT REPORT. **Plan Requirements and Timing:** Prior to approval of a Building Permit, the applicant shall submit a Landscape Documentation Package to the CDD for review and approval. The CDD shall send a copy of the Documentation Package the Carpinteria Valley Water District. The applicant shall enter into an agreement with the City to install required landscaping and irrigation and maintain required landscaping for the life of the project. Subsequent to installation of the approved Grading, Landscape and Irrigation Plans, the applicant shall submit a Certificate of Completion to CDD for review and approval. The Landscape Documentation Package and Certificate of Completion forms are available at the CDD, and are required to be approved by the CDD prior to Occupancy Clearance. **Monitoring:** CDD shall conduct site visits to ensure installation and maintenance of landscape and irrigation.

5. Any exterior night lighting installed on the project site, including but not limited to building mounted lights, motor court lighting and outdoor landscaping lighting, shall be of low intensity, low glare design, minimum height, and shall be hooded to direct light downward onto the subject parcel and prevent spill-over onto adjacent parcels. **Plan Requirements:** The locations and designs of all exterior lighting fixtures shall be depicted on a Lighting Plan to be reviewed and approved by CDD with input from the ARB. **Monitoring:** CDD and ARB shall review a Lighting

Plan for compliance with this measure prior to approval of a building permit for the development. CDD shall site inspect prior to occupancy clearance.

6. All mechanical equipment including heating and air conditioning units, and trash receptacle areas, shall be completely screened from surrounding properties and shall be either enclosed within a building or parapet, or located in a fenced rear yard area. **Plan Requirements**: The locations of all exterior mechanical equipment shall be depicted on a Roof and/or Mechanical Equipment Plan to be reviewed and approved by CDD with input from the ARB. **Monitoring:** CDD and ARB shall review the Roof and/or Mechanical Equipment Plan for compliance with this measure prior to approval of a Building Permit for the development. Building Inspector shall inspect structures upon completion to ensure that mechanical equipment has been installed consistent with the approved Plan.

7. Final plans shall include the location of all above ground and vaulted appurtenances including, but not limited to, utility vaults, gas meters, fire backflow prevention systems, and check valves. The location of such appurtenances shall be approved by CDD and may be required to be located and/or screened to as to minimize aesthetic impacts.

8. The recommendations outlined in the project specific preliminary foundation investigation shall be followed in the construction of the subject project and the applicants shall be required to have the project engineering geologist onsite to observe all excavations prior to placement of compacted soil, gravel backfill, or rebar and concrete. **Plan Requirements/Timing:** Two copies of the preliminary foundation investigation shall be submitted with the building plans for building permit plan check. Applicable plan sheets (i.e., grading, foundation, etc.) shall be in substantial compliance with the recommendations outlined in the soils report. The project engineering geologist shall be onsite during excavation, recompaction and foundation preparation work, as applicable. **Monitoring:** Building Inspector shall review and approve building plans and shall site inspect during construction, prior to occupancy clearance.

9. Adequate space shall be made available to allow vehicles to be parked within garages. This requirement shall be written into the project CC&Rs and enforced by the Homeowners' Association.

10. A minimum of 1 uncovered visitor parking space shall be provided and maintained for the life of the project. The required visitor space shall be permanently marked as such, and remain available for guests and visitors of the residents. This requirement shall be written into the project CC&Rs and enforced by the Homeowners' Association.

11. In the event that the project site is removed from the 100-year floodplain prior to issuance of Building Permits as confirmed by the most current FEMA Flood

Insurance Rate Map (FIRM) in effect at that time, the project design shall be revised to reduce or eliminate the raised floor foundations, as applicable. Design revisions may be referred to the Architectural Review Board for further review.

DEVELOPMENT PLAN CONDITIONS

12. Construction materials and waste such as paint, mortar, concrete slurry, fuels, etc. shall be stored, handled, and disposed of in a manner which minimizes the potential for storm water contamination. **Plan Requirements and Timing:** Bulk storage locations for construction materials and any measures proposed to contain the materials shall be shown on the building and grading plans submitted to the City for review prior to issuance of a Building or Grading Permit. **Monitoring:** CDD and Public Works shall site inspect prior to the commencement and as needed during all grading and construction activities.

13. Sixty-five percent (65%) or more of all construction and demolition debris generated shall be diverted from the landfill, as mandated by Carpinteria Municipal Code. Demolition and/or excess construction materials shall be separated onsite for reuse/recycling or proper disposal (e.g., concrete asphalt). During demolition and grading, separate bins for recycling of construction materials and brush shall be provided onsite. **Plan Requirements:** This requirement shall be printed on demolition plans. Applicant shall report any self-hauled materials to the City or contract with an approved waste hauler for disposal of construction and demolition debris. **Timing:** Materials shall be recycled as necessary throughout demolition and grading activities. All materials shall be recycled prior to occupancy clearance. **Monitoring:** Public Works shall review and approve self-hauled disposal receipts from transfer stations prior to occupancy clearance.

14. To prevent construction and/or employee trash from blowing offsite, appropriate receptacles shall be provided onsite prior to commencement of grading or construction activities. Waste shall be picked up weekly or more frequently as directed by CDD staff. **Plan Requirements and Timing:** Prior to Building Permit issuance, applicant shall designate and provide to CDD the name and phone number of a contact person to monitor trash/waste and organize a clean-up crew. Trash control shall occur throughout all grading and construction activities. **Monitoring:** CDD shall inspect periodically throughout grading and construction activities.

15. During construction, washing of concrete trucks, paint, equipment or similar activities shall occur only in areas where polluted water and materials can be contained for subsequent removal from the site. Wash water shall not be discharged to the storm drains, street, drainage ditches, creeks or wetlands. The location of the washout area shall be clearly noted at the construction site with signs. **Plan Requirements:** The applicant shall designate a washout area, acceptable to CDD, and this area shall be shown on the grading and building plans. **Timing:** The wash off area shall be designated on all plans prior to issuance of a Grading or Building

Permit. The washout area shall be in place and maintained throughout construction. **Monitoring:** CDD shall check plans prior to issuance of a Grading or Building Permit and staff shall site inspect throughout the construction period to ensure proper use and maintenance of the washout area.

16. Best available erosion and sediment control measures shall be implemented during grading and construction. Best available erosion and sediment control measures may include but are not limited to use of sediment basins, gravel bags, silt fences, geo-bags or gravel and geotextile fabric berms, erosion control blankets, coir rolls, jute net and straw bales. Storm drain inlets shall be protected from sediment-laden waters by use of inlet protection devices such as gravel bag barriers, filter fabric fences, block and gravel filters, and excavated inlet sediment traps. Sediment control measures shall be maintained for the duration of the construction period. Construction entrances and exits shall be stabilized using gravel beds, rumble plates, or other measures to prevent sediment from being tracked onto adjacent roadways. Any sediment or other materials tracked off site shall be removed the same day as they are tracked using dry cleaning methods. **Plan Requirements:** An erosion and sediment control plan shall be submitted to and approved by the City prior to issuance of a Grading or Building Permit. The plan shall be designed to address erosion and sediment control during all phases of development of the site. **Timing:** The plan shall be implemented prior to the commencement of construction. **Monitoring:** Public Works shall perform site inspections throughout construction.

17. Dust generated by the development activities shall be kept to a minimum with a goal of retaining dust on the site by following the dust control measures listed below. During clearing, grading, earth moving, excavation or transportation of cut or fill materials, water trucks or sprinkler systems shall be used to prevent dust from leaving the site and to create a crust after each day's activities cease.
    a. During construction, use water trucks or sprinkler systems to keep all areas of vehicle movement damp enough to prevent dust from leaving the site. At a minimum, this shall include wetting down such areas in the late morning and after work is completed for the day. Increased watering frequency shall be required whenever the winds speed exceeds 15 miles per hour. Reclaimed water should be used whenever possible.
    b. Minimize amount of disturbed area and reduce on site vehicle speeds to 15 miles per hour or less.
    c. If importation, exportation and stockpiling of fill material is involved, soil stockpiled for more than two days shall be covered, kept moist or treated with soil binders to prevent dust generation. Trucks transporting fill material to and from the site shall be tarped form the point of origin.
    d. After clearing, grading, earth moving or excavation is completed, treat the disturbed area by watering, or revegetating, or by spreading soil binders until the area is paved or otherwise developed so that dust generation will not occur.

Plan Requirements: All requirements shall be shown on the grading and building plans. **Timing:** Condition shall be adhered to throughout all grading and construction activities. **Monitoring:** CDD shall ensure measures are on plans. Grading and Building Inspectors shall spot check and ensure compliance onsite. APCD inspectors shall respond to nuisance complaints.

18. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. Their duties shall include holiday and weekend periods when work may not be in progress. **Plan Requirements:** The name and telephone number of such persons shall be provided to the APCD and the Community Development Department. **Timing:** The dust monitor shall be designated prior to issuance of a Grading or Building Permit. **Monitoring:** CDD shall contact the designated monitor as necessary to ensure compliance with dust control measures.

19. The following Diesel Exhaust Control Measures should be implemented during construction activities:
    a. Diesel construction equipment meeting the California Air Resources Board's current emission standards for off-road heavy-duty diesel engines shall be used.
    b. The engine size of construction equipment shall be the minimum practical size.
    c. The number of construction equipment operation simultaneously shall be minimized through efficient management practices to ensure that the smallest practical number is operating at any one time.
    d. Construction equipment shall be maintained in tune per the manufacturer's specifications.
    e. Construction equipment operating onsite shall be equipped with two to four degree engine timing retard or pre-combustion chamber engines.
    f. Catalytic converters shall be installed on gasoline-powered equipment, if feasible.
    g. Catalytic converters, diesel oxidation catalysts and diesel particulate filters as certified and/or verified by EPA or California shall be installed on equipment operating onsite.
    h. Diesel powered equipment should be replaced by electric equipment whenever feasible.
    i. State law requires that idling of heavy-duty diesel trucks during loading and unloading shall be limited to five minutes; auxiliary power units should be used whenever possible.

    Plan Requirements: All requirements shall be shown on grading and building plans. **Timing:** Condition shall be adhered to throughout all grading and construction activities. **Monitoring:** CDD shall ensure measures are on plans. Grading and Building Inspectors shall spot check and ensure compliance onsite.

20. In the event archaeological remains are encountered during grading, work shall be stopped immediately or redirected until a CDD-qualified archaeologist and Native American representative are retained by the applicant to evaluate the significance of the find pursuant to Phase 2 investigations of the City Archaeological Guidelines. If remains are found to be significant, they shall be subject to a Phase 2 mitigation program consistent with City Archaeological Guidelines and funded by the applicant. **Plan Requirements/Timing:** This condition shall be printed on all final building and grading plans. **Monitoring:** CDD shall check in the field.

21. Construction activity for site preparation and for future development shall be limited to the hours between 7:00 a.m. and 5:00 p.m., Monday through Friday. No construction shall occur on weekends or State holidays (e.g. Thanksgiving, Labor Day). Construction equipment maintenance shall be limited to the same hours. Non-noise generating construction activities such as interior painting are not subject to these restrictions. **Plan Requirements:** A sign stating these restrictions shall be provided to the applicant and posted onsite. **Timing:** Sign shall be in place prior to the beginning of and throughout all grading and construction activities. Violations may result in suspension of permits. **Monitoring:** Building Inspector shall spot check and respond to complaints.

22. All construction equipment shall be maintained in proper operating condition and fitted with standard noise reduction features (e.g., mufflers). **Timing:** During all construction activities. **Monitoring:** CDD staff shall notify the contractor of this requirement prior to construction and spot check in the field.

23. This Development Plan and Coastal Development Permit does not constitute approval for the installation of new and/or repair of existing underground utilities. All modifications to, or installations of new utilities shall be under separate permit(s) from the appropriate utility providers and the Public Works Department for any work within the public right-of-way. Utility provider permission for excavation shall precede issuance of any permits for construction within the public right-of-way.

24. Approval of the Development Plan, Coastal Development Permit and Tentative Parcel Map shall expire on December 14, 2024 (i.e., six years and six months after initial approval by the Planning Commission) unless prior to the expiration date, substantial physical construction has been completed on the development. No further time extensions shall be considered.

25. No permits for development shall be issued except in conformance with the approved Development Plan, Coastal Development Permit and Tentative Parcel Map. The size, shape, arrangement, use and location of buildings, walkways, parking areas and landscaped areas shall be developed in conformity with the approved Development Plan marked Exhibit 1, Attachment B, dated June 4, 2018. Substantial conformity shall be determined by the Community Development Department Director.

26. On the date a subsequent Development Plan is approved for this site, any previously approved but unbuilt plans shall become null and void.

27. To allow time for the utility companies to locate and mark their facilities for the contractor, the applicant shall telephone Underground Service Alert (USA) toll free at 1-800-227-2600 a minimum of 48 hours prior to the start of construction. For best response, provide as much notice as possible, up to 10 working days.

28. Existing and proposed easements for all utilities shall be located and described on the engineering plans or the architectural drawings prior to issuance of building permits.

TENTATIVE PARCEL MAP CONDITIONS

29. The Tentative Parcel Map shall expire three years after approval or conditional approval by the final decision maker unless otherwise provided in the Subdivision Map Act, Government Code §66452.6.

30. Prior to recordation of the Parcel Map and subject to CDD approval as to form and content, the applicant shall include all of the project conditions required by this project approval on a separate informational sheet to be recorded with the Parcel Map.

31. Prior to recordation of the Parcel Map, the applicant shall pay applicable Quimby Fees.

32. The Parcel Map shall be subject to the Subdivision Ordinance of the City of Carpinteria and to the State Subdivision Map Act. The Map shall be prepared by a qualified California Registered Civil Engineer or Licensed Land Surveyor. Closure calculations shall be submitted along with adequate reference data and a current title report. Two copies of the map and one copy of the calculations shall be submitted for review. Within thirty (30) days after the recordation of the Parcel Map, the applicant shall deliver one set of reproducible mylar copies of the recorded map to the Community Development Department.

33. The Parcel Map shall be substantially in conformance with the Tentative Map as approved. Any substantial changes, as determined by City staff, require the approval of the Planning Commission and the City Council.

34. Prior to recordation, public utility easements shall be provided at the locations and of widths required by the serving utilities. The subdivider shall submit to the City Surveyor a set of prints of the Parcel Map accompanied by a letter from each utility and water and sewer district serving the property stating that the easements shown thereon are acceptable.

35. The applicant shall pay all engineering fees and all other fees and deposits prior to approval of the Parcel Map by the City Council.

36. Before recordation of the Parcel Map, Developer shall provide the City Engineer with written evidence from the Santa Barbara County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493.

37. Conditions, Covenants and Restrictions (CC&Rs) for the project shall be submitted for review to the City Attorney, Community Development Department and Public Works Department, and approved by the City Council prior to acceptance of the Parcel Map. The CC&Rs shall include provisions for the HOA maintenance of any landscaping, fencing and specialty hardscape within the City's right-of-way and shall provide for the shared maintenance responsibilities by all parcels for common area shared improvements. The CC&Rs shall also include by reference responsibilities for all parcels to maintain property in compliance with all conditions of approval for the project. Further, the City Attorney and the City Council may require additional restrictions within the CC&Rs as found to be appropriate.

CITY RULES & REGULATIONS/LEGAL REQUIREMENTS

38. Before using any land or structure, or commencing any work pertaining to the erection, moving, alteration, enlarging, or rebuilding of any building, structure, or improvement, the applicant shall obtain a Building Permit. These Permits are required by ordinance and are necessary to ensure implementation of the conditions required by the Planning Commission. Before any Permits will be issued by the Community Development Department, the application must obtain written clearance from all departments having conditions; such clearance shall indicate that the applicant has satisfied all pre-construction conditions. A form for such clearance is available from Community Development.

39. All applicable conditions of approval and mitigation measures shall be printed in their entirety on applicable pages of construction or building plans submitted to CDD. The approved set of plans shall be retained at the construction site for review by the Building Inspector during the course of construction.

40. Prior to issuance of a Building Permit, the applicant shall provide a signed copy of the Conditions or Approval on a form acceptable to Community Development. Such form may be obtained from the CDD office.

41. Prior to issuance of a Building Permit, the applicant shall pay all applicable CDD permit processing fees in full. Any outstanding plan check or inspection fees incurred during construction shall be paid in full prior to Occupancy clearance.

42. The applicant shall pay the statutory school fees in effect at the time of issuance of Building Permits to the Carpinteria Unified School District. **Plan Requirements and Timing:** The applicant shall submit final square footage calculations and the required fee payment to the School District prior to issuance of Building Permits.

Monitoring: CDD shall ensure payment is made prior to issuance of a Building Permit.

43. In accordance with Chapter 15.80 of the Carpinteria Municipal Code, the applicant shall pay Development Impact Fees to the City prior to Occupancy Clearance. The amount of the fees will be determined at the time permits are issued.

44. Prior to the issuance of any Building Permits, the applicant shall post a landscape security bond of $500.00 and comply with the following requirements:
    a. All landscaping and irrigation plans shall be prepared by a State licensed landscape architect or similar professional as determined appropriate by CDD.
    b. The landscaping shall be maintained in good condition for the life of the project. After landscaping has become established at three years and found to be in good condition, the security will be released.
    c. Landscaping shall be drought resistant, low water species.
    d. Where feasible, locally adapted native plants shall be required.
    e. Prior to Occupancy Clearance, all landscaping and planting shall be installed; and
    f. Specimen trees shall be appropriate to the site and shall be maintained in good condition so as to attain a full and healthy mature appearance.

45. Any change of use in the proposed buildings or structures shall be subject to environmental analysis and appropriate review by the City including Building Code compliance.

46. The conditions of this approval supercede all conflicting notations, specifications, dimensions, and the like which may be shown on submitted plans.

47. Any and all damage or injury to public property resulting from this development, including without limitation, City streets, shall be corrected or result in being repaired and restored to its original or better condition.

48. All requirements of the City of Carpinteria (including but not limited to public improvements as defined in the City of Carpinteria Municipal Code (CMC), Section 15.16.110) and any other applicable requirements of any law or agency of the State and/or any government entity or District shall be met.

49. The standards defined within the City's adopted model Building Codes (UBC; NEC; UMC; UFC; UPC; UHC) relative to the building and occupancy shall apply to this project.

50. Any minor changes may be approved by the City Manager and/or Community Development Director. Any major changes will require the filing of a modification application to be considered by the Planning Commission.

51. No building permits shall be issued for this project prior to meeting all required terms and conditions listed herein. When not specified herein, all conditions shall be satisfied prior to issuance of a building permit or prior to occupancy when allowed by the Community Development Director.

52. If, at any time, the City or Planning Commission determines that there has been, or may be, a violation of the findings or conditions of this Development Plan and Coastal Development Plan, or of the Municipal Code regulations, a public hearing may be held before the Planning Commission to review this permit. At said hearing, the Planning Commission may add additional conditions, or recommend enforcement actions, or revoke the permit entirely, as necessary to ensure compliance with the Municipal Code, and to provide for the health, safety, and general welfare of the City. The applicant shall reimburse the City for all costs associated with gaining compliance with the original conditions of approval.

53. In the event that any Condition of Approval imposing a fee, exaction, dedication or other mitigation measure is challenged by Applicant/Owner/Permittee in an action filed in a court of law or threatened to be filed therein which action is brought within the time period provided by law, this approval shall be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any Condition of Approval is invalidated by a court of law, the entire project shall be reviewed by the City and substitute Conditions of Approval may be imposed.

54. The owner/applicant ("Owner") hereby agrees to defend, indemnify and hold harmless the City, its officers, employees, agents, consultants and independent contractors ("City's Agents") from any claim, action or proceeding ("Claims") against the City and the City's Agents to attack, review, set aside, void or annul, in whole or in part, the City's approval of the Development Plan and Coastal Development Permit (the "Project"), or any condition attached thereto, or any proceedings, acts or determinations taken, done or made prior to the approval that were part of the approval process. Owner further agrees to indemnify and hold harmless the City and the City's Agents from any award of attorneys' fees or court costs made in connection with any Claim. Owner further agrees to pay any and all City costs, permits, attorneys' fees, engineering fees, license fees and taxes arising out of or concerning the Project, whether incurred prior to or subsequent to the date of approval and that the City's costs shall be reimbursed prior to this approval becoming valid. These commitments of defense and indemnification are material conditions of the approval of the Project. Nothing contained in this condition shall prevent the City or the City's Agents from independently defending any Claim. If the City or the City's Agents decide to independently defend a Claim, the City and the City's Agents shall bear their own attorneys' fees, expenses and costs of that independent defense.

SPECIAL DISTRICT CONDITION LETTERS

55. Compliance with the attached Departmental and District letters is required as follows:

    a. City of Carpinteria Public Works Department dated April 16, 2018
    b. Carpinteria–Summerland Fire Protection District dated September 18, 2017
    c. Carpinteria Sanitary District letter dated July 18, 2017
    d. Carpinteria Valley Water District letter dated October 11, 2013
    e. Santa Barbara County Air Pollution Control District dated July 7, 2017

Written authorization to proceed and consent to conditions of approval by the legal owner of the property shall be provided to the City prior to building permit issuance.

Approved by the Planning Commission on December 5, 2022

I HAVE READ AND UNDERSTOOD, AND I WILL COMPLY
WITH ALL ABOVE STATED CONDITIONS OF THIS PERMIT

_____

Applicant/Property Owner Date

CITY OF CARPINTERIA, CALIFORNIA

Department of Public Works
Memorandum

To: Vernon McCaslin

From: Debbie Talarico, Civil Engineer
Department of Public Works

Date: June 5, 2018

Subject: Gobuty Condominiums, Project No. 17-1883 DP/CDP/TPM

The Department of Public Works has reviewed the project submittal, dated March 14, 2018, and has the following comments.

GENERAL ENGINEERING CONDITIONS

1. An Engineering Permit for the project will be required for the on-site grading and drainage improvements (outside of the building) and other work within the public right-of-way. The deposit for the Permit will be determined based on the estimated construction cost of the work being performed. A Standard Indemnification form will also be required.

2. The applicant shall submit grading and drainage plans prepared by a California Registered Civil Engineer in conformance with City Standards. Plans shall include but not be limited to street, utility and storm drain improvements and shall be submitted to the Department of Public Works for review and approval prior to issuance of a grading/engineering permit.

3. A plan check fee deposit shall accompany the initial Grading and/or Improvement Plan submittal. The plan check fee deposit shall be the amount shown in the current fee schedule and based on the estimated construction cost of the project.

4. Prior to issuance of Engineering/Building Permit, an Engineering Cost Estimate shall be submitted with the Grading and Improvement Plans. Each page of the estimate shall be signed and stamped by the applicant's engineer.

5. Prior to issuance of Engineering/Building Permits, faithful performance, and labor and material bonds (each to be 100% of the City Engineer's Estimate for public improvements, 50% for private improvements) shall be filed with the City to cover all public improvements and any on-site grading and other improvements. Refer to Chapter 2.17 of the City Municipal Code for additional bonding requirements.

6. Prior to issuance of an Engineering/Building Permit, the applicant shall submit plans and calculations as required to apply for all necessary Engineering permits. Said permits include, but are not limited to, Street Construction, Excavation in the public right-of-way, Grading and/or Encroachment.

7. Development shall be undertaken in accordance with conditions and requirements of the Central Coast Regional Water Quality Control Board. Project Grading and Storm Drain Improvement Plans shall identify and incorporate Best Management Practices (BMPs) appropriate to the uses conducted on-site and during construction to effectively mitigate storm water pollution.

8. At the time of acceptance of public improvements, the applicant shall submit a set of "Record Drawings" showing any and all changes made to the design plans during the construction period. The "Record Drawings" shall be the original construction tracings or permanent mylar copies of a quality acceptable to the City Engineer.

GRADING CONDITIONS

9. A Soils Report (2 copies) shall be submitted with Improvement Plans and Grading/Drainage Plans for review and approval by the City Engineer. The Soils Report shall be prepared by a California Registered Geologist or Soils Engineer and submitted to the Public Works Department. The Report shall address soils engineering and compaction requirements, R-values, and other soils and geology related issues (including liquefaction) and shall contain recommendations as to foundation design, retaining wall design and paving sections, where applicable for the project.

10. At the time that Improvement and/or Grading and Drainage Plans are submitted for review and approval by the City Engineer, hydrology/hydraulic calculations shall be submitted by the applicant's engineer determining the adequacy of the proposed drainage system and the adequacy of the existing downstream system. A rain fall frequency of twenty-five (25) years shall be used for sizing piping and inlet structures. If no overland escape is available, 100-year flows shall be used as the basis of design. Santa Barbara County Engineering Design Standards shall be used. Storm drainage run-off shall be conveyed to the public street in a safe and adequate manner per Santa Barbara County Standards. Easements required for drainage shall be described and shown on the Improvement Plans.

11. Prior to performing any grading, the developer shall obtain an Engineering Grading Permit from the City Engineer, in accordance with Chapter 8.36 of the Carpinteria Municipal Code and pay the required grading permit deposits/fees.

For all projects over 1 acre in size, a separate grading permit is required to be obtained from the State Water Resources Control Board.

STORM WATER MANAGEMENT CONDITIONS

12. An Erosion and Sediment Control Plan must be prepared and submitted to obtain the necessary Grading/Engineering Permit from the City Engineer prior to any grading activity.

13. This project is subject to the requirements of the County of Santa Barbara Technical Guide for Low Impact Development. The applicant shall submit a Storm Water Control Plan (SWCP) complying with the Technical Guide that includes the following elements: identification of potential pollutant sources that may affect the quality of the storm water discharges; the proposed design and placement of structural and non-structural PCRs to address identified pollutants; a proposed Operation and Maintenance Plan; a method for ensuring maintenance of all PCRs over the life of the project; and certification by a licensed civil engineer, architect, or landscape architect.

14. The Homeowner's Association shall be responsible for the ongoing execution of the Operation and Maintenance Plan for all installed stormwater features. This responsibility shall be addressed in the project CC&Rs and reference the adopted Operation and Maintenance Plan.

FLOODPLAIN PROTECTION CONDITIONS

15. The project is subject to the City's Floodplain requirements, Carpinteria Municipal Code 15.50. Prior to issuance of building permits, the applicant shall be responsible for demonstrating that the project complies with said Ordinance.

16. The applicant shall submit an Elevation Certificate once construction is sufficiently completed to document that the Finished Floor Elevation (FFE) of the new building units meet the City's floodplain requirements.

17. Prior to issuance of Building Permits, the applicant shall demonstrate to the satisfaction of the Public Works Director, that the scope of proposed improvements to the existing single-family residence to remain does not constitute a substantial improvement as defined by the County of Santa Barbara Flood Control District (FCD). Applicant shall submit the completed "Determination of Substantial/Non-Substantial Improvement Worksheet" and supporting documentation (e.g., contactor's bid and current structure appraisal) for the Director's review and approval. Plan Requirements: All proposed improvements to the existing residence consistent with FCD's Substantial Improvement Reference document shall be accounted for in the completed worksheet and

supporting documentation. Timing: Materials shall be submitted for review and approval prior to issuance of any Building Permits for construction. Monitoring: CDD and PW staff shall be responsible for monitoring throughout construction to ensure ongoing compliance with this measure.

UTILITY CONDITIONS

18. Prior to occupancy of the project, all new and existing utility services shall be placed underground and completed prior to any paving required for the project. No new utility poles shall be installed. All undergrounding shall extend along the project street frontage to the nearest utility pole(s) outside of the project limits. The existing power pole on the project site shall be removed in its entirety at the applicant's expense. Feed points shall be as approved by the City Engineer. All costs of undergrounding existing utility lines and service laterals shall be borne by the applicant.

19. Existing and proposed easements for all utilities shall be located and described on the engineering plans or the architectural drawings prior to issuance of engineering/building permits.

20. Separate electric meters shall be installed for each unit unless a 'gang' meter is approved by SCE. Electric meters shall be shown on the plans submitted for building permit to be checked by the City building permit plan checker.

21. Show the points of connection of all utilities in the public right-of-way. All overhead utilities on-site for the project shall be placed underground and shown on the project plans.

STREET IMPROVEMENTS

22. Plans shall be submitted for frontage improvements on 7th Street prior to issuance of Engineering/Building Permits for review by the City Engineer. Frontage improvements, include but may not be limited to, asphalt, driveway apron, curb, gutter, sidewalk and other facilities as determined by the City Engineer, are to be installed in conformance with the standards, specifications, and policies of the City at the locations shown on the Improvement Plans. Unless otherwise specified, the City utilizes the County of Santa Barbara Engineering Standards.

23. Paving, curbs and gutters shall transition into existing public improvements as required by the City Engineer. Plans shall be submitted prior to issuance of building permits for review by the City Engineer. Construction shall be completed prior to issuance of Certificate of Occupancy.

24. A Public Works Engineering Permit shall be obtained from the Public Works Department prior to any construction within the public right-of-way.

25. All improvements in the public right-of-way shall be completed to the satisfaction of the City Engineer prior to the issuance of a Certificate of Occupancy by the Community Development Department.

26. Prior to the release of any securities, a Notice of Completion for all public improvements shall be presented to and accepted by the City Council and recorded by the County Recorder.

SOLID WASTE CONDITIONS

27. Sixty-five percent (65%) or more of all construction and demolition debris generated shall be diverted from the landfill, as mandated by Carpinteria Municipal Code. Demolition and/or excess construction materials shall be separated onsite for reuse/recycling or proper disposal (e.g., concrete asphalt). During demolition and grading, separate bins for recycling of construction materials and brush shall be provided onsite. Plan Requirements: This requirement shall be printed on demolition plans. Applicant shall report any self-hauled materials to the City or contract with an approved waste hauler for disposal of construction and demolition debris. Timing: Materials shall be recycled as necessary throughout demolition and grading activities. All materials shall be recycled prior to occupancy clearance. Monitoring: Public Works shall review and approve self-hauled disposal receipts from transfer stations prior to occupancy clearance.

PROJECT SPECIFIC CONDITIONS

28. Curbs, fences and landscaping proposed within the City right-of-way shall be reviewed and approved by the Department of Public Works prior to issuance of an Engineering Permit.

29. No construction-related debris (mud, dust, paint, lumber, rebar, etc) shall leave the project site unless transports to an approved disposal site.

30. A haul route is required if import/export net is 30 cubic yards or greater.

End of Comments

CARPINTERIA~SUMMERLAND FIRE PROTECTION DISTRICT

September 18, 2017

RECEIVED

SEP 21 2017

CITY OF CARPINTERIA

Nick Bobroff
Senior Planner
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

RE: Project: 17-1883-DP/CDP/TMP/ New 2 Unit Res, remodel SFD
APN 003-301-020 / 4716 Seventh St.

Dear Nick Bobroff:

The following items are necessary for fire protection:

1. Fire Protection District Project Notes shall be revised indicating applicable codes to be currently adopted year (2016 edition). Revise Note 3 to read Carpinteria-Summerland Fire Protection District.

2. All new buildings/ structures shall be protected by an approved automatic fire sprinkler system. A NFPA 13D System shall be provided to each unit independently. Prior to installation, plans for the proposed fire sprinkler systems shall be designed by a qualified person and submitted to the prevention bureau for approval.

3. The Fire District highly recommends the installation of an automatic fire sprinkler system for the remodeled single family dwelling.

4. Smoke detectors and Carbon monoxide alarms must be installed in all residences in accordance with the National Electric Code per the provisions of the 2016 California Building and Fire Codes. Plans shall indicate the proposed location of each.

5. Application for address changes/ additions for the buildings shall be submitted to the Fire Prevention Bureau.

1140 Eugenia Place, Suite A • Carpinteria, California 93013 • (805) 684-4591 Fax (805) 684-8242

6. Address numbers must be posted at the driveway and on the buildings such that they are visible from the street. Numbers shall be a minimum 4 inches high on a contrasting background.

7. Roof access must meet the requirements stated in the Carpinteria Municipal Code.

8. Access, when access ways are gated, a Fire District approved key box/ switch shall be installed in an accessible location. Prior to installation, the Fire District shall approve the location and type.

9. Public fire hydrants supplying the required fire flow within the required driving distance from the structures shall be provided. Submitted plans must indicate the location of the fire hydrant nearest to the project address.

10. Per Carpinteria-Summerland Fire District Ordinance No. 2003-01 pertaining to fees and service charges, a permit application fee is assessed on all plans reviews.

11. Pursuant to C.S.F.P.D. Ordinance No. 92-02 and Carpinteria City Ordinance No. 599, prior to issuance of a "Certificate of Occupancy", the Carpinteria-Summerland Fire Protection District mitigation fee must be paid.

12. Any future changes, including further division, intensification of use, or increase in hazard classification, may require additional conditions in order to comply with applicable fire district development standards.

If you need additional information on Fire District conditions, please contact me at 566-2451.

Sincerely,

Ed Foster

Ed Foster
Fire Marshal
Fire Prevention Bureau

CARPINTERIA
Sanitary District

5300 Sixth Street
Carpinteria, CA 93013
Phone (805) 684-7214 • Fax (805) 684-7213

July 18, 2017

Nick Bobroff
Community Development Department
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, California 93013

RECEIVED
JUL 19 2017
CITY OF CARPINTERIA

Subject: Project No. 17-1883/DP/CDP/TPM
4716 Seventh Street (APN: 003-301-020)
Applicant: Bob Gobuty
Agent: Vernon McCaslin

Dear Mr. Bobroff:

Thank you for the opportunity to provide comments on the subject project. The applicant proposes to remodel an existing single family residence, construct a new detached carport, construct two new attached two-story residential units and subdivide the property for condominium purposes.

The Carpinteria Sanitary District (District) recommends that the following conditions be incorporated into the review/approval process to address sewer system improvements:

1. All sewer improvements shall conform to approved District construction standards for materials and methods.

2. A sewer construction permit is required for any and all work on the building sewer and lateral sewer that will serve the residence. The permit shall be procured and applicable fees paid prior to issuance of Building Permits. The applicant shall submit an engineered drawing to the District showing any proposed sewer connections, alterations or additions. During the construction phase, it is the applicant's and contractor's responsibility to notify the District of any sewer improvements or modifications not noted on the approved plans.

3. The submitted plans show a private, shared sewer lateral that will serve the two new residential units. If the Home Owners Association (HOA) is legally responsible to maintain the private sewer lateral, a single lateral serving both new residential units will be allowed. If the property owner of each new unit is responsible for their sewer lateral, separate sewer laterals for each unit must be

constructed. If the HOA is responsible for maintaining the shared sewer lateral in the development, the HOA must provide a letter of responsibility to the District.

4. The sewer lateral serving the existing residence shall be evaluated, and if necessary, brought into compliance with approved District construction standards for materials and methods.

5. During construction, all installed sewer pipes and fittings shall be inspected by the District prior to placing trench backfill. Failure to request or obtain an inspection will require complete re-excavation and reconstruction of the work. All sewer improvements shall be pressure tested in accordance with District standard procedures prior to final acceptance.

6. A Development Impact Fee (DIF) shall be paid to the District for each newly constructed "equivalent dwelling unit" (EDU). Currently, the DIF is $4,600 per EDU; subsequent increases in DIF's are subject to District Board approvals. DIF credit will be given for the existing EDU. For the proposed project, a DIF of $ 9200 shall be paid to the District prior to issuance of required permits.

7. District sewer service charges (SSC's) are collected through the County of Santa Barbara property tax rolls on an annual basis. Prior to obtaining a Certificate of Occupancy, the applicant shall pay District applicable SSC's due for the period between building occupancy and the following June 30th. The current annual SSC is $625.31 per year.

If you have any questions regarding the comments provided by the District, please contact me at (805) 684-7214, ext. 13.

Sincerely,
CARPINTERIA SANITARY DISTRICT

Lance Lawhon
Engineering Technician

C: Bob Gobuty
Vernon McCaslin

Carpinteria Valley Water District

1301 Santa Ynez Avenue • Carpinteria, CA 93013
Phone (805) 684-2816 • Fax (805) 684-3170

BOARD OF DIRECTORS

Matthew Roberts
President
Alonzo Orozco
Vice President
Richard Forde
Polly Holcombe
June Van Wingerden

GENERAL MANAGER

Charles B. Hamilton

October 11, 2013

Mr. Nick Bobroff, Assistant Planner
Community Development Department
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA. 93013

SUBJECT: APN 003-301-020, 4716 SEVENTH STREET, GOBUTY CONDO. PROJECT

Dear Mr. Bobroff,

Please be advised, this parcel is within the Carpinteria Valley Water District and therefore is entitled to District water service in accordance with this District's Rules and Regulations.

At this time we find no system limitations that would prevent service to the proposed construction of three condominiums on the subject property. The District intends to continue service to this property.

The property is currently being served by three ¾ inch water meters. However, two of the ¾ inch meters are served by one service line. Individual service lines to each meter shall be installed by the District at the cost of the applicant (see attached Fee Estimate), prior to approval of building permits.

Additionally the preliminary utilities site plan shows a Fire Service connection. The owner will be responsible to pay the Capital Cost Recovery Fees and Installation deposit for this service line prior to approval of building permits. And supply the Carpinteria Valley Water District with a set of calculation from a register fire sprinkler engineer for the sizing of the Fire Service Line. The fees for the fire service line are based on the size calculated for the project(see attached Fee Estimate).

If you should have any questions concerning these conditions or fees, please do not hesitate to call me at 684-2816.

Very truly yours,
CARPINTERIA VALLEY WATER DISTRICT

Brian King PE
Assoicate Engineer

C: File Copy
Richard and Bob Gobuty P. O. Box 6361 Thousand Oaks CA. 91359

CARPINTERIA VALLEY WATER DISTRICT

FEE ESTIMATE FOR NEW SERVICES

Project Name — **Gobuty Condos Project**
4716 Seventh Street

Description:

Remove Tee branch and install individual service lines for each meter and fees for Fire Service Line

Owner — **Richard and Bob Gobuty**

Date of Fee estimate — 05/22/2018
Estimate valid through: — 06/30/2018

Capital Cost Recovery Fees (CCRF) Meters

Description	Qty	Unit Fee	Fee
parcel has 3 residential meters			$0.00
			$0.00
		CCRF SUBTOTAL =	$0.00

Capital Cost Recovery Fees (CCRF) Fire Service Line

Description	Qty	Unit Fee	Fee
2 inch Fire Serive *	1	$7,778.00	$7,778.00
			$0.00
		CCRF SUBTOTAL =	$7,778.00

Installation Deposits per CVWD Rules and Regs (9a) and Appendix C**

Description	Qty	Unit Fee	Fee
remove tee branch new service line	1	$11,000.00	$11,000.00
Fire servie line 2"-4"	1	$19,000.00	$19,000.00
		DEPOSITS SUBTOTAL =	$30,000.00

TOTAL FOR CCRF & DEPOSITS = $37,778.00

At the time the meter is installed the account will be opened. _____ initial

* Size estimated based on similar projects. A set of calculations from a Fire Sprinkler Engineer will be required as to the size required for subject project.

_____ initial

_____	_____
Brian King , Associate Engineer	Siganture
Carpinteria Valley Water District	Owner

Note: District **Rule #4** "Credit of Applicant" Establishment of Credit: No later than 7 working days after the commencement of service, each applicant must establish credit with the District by one of the following methods:
(1) If the applicant provides sufficient evidence of creditworthiness established on another Carpinteria Valley Water District service account, as determined solely by the Manager or his designee, credit will be deemed established.
(2) By a cash deposit with the District in the amount required by Rule Number 6.
(3) By receipt of a letter or e-mail from another public water agency with the following information confirming the customer's good credit account history for a current account with that agency:
i. Date account was open.
ii. Statement that there have been no shut offs for non-payment or door tags in the last 2 years.
A current account includes an account closed at the request of the customer within 60 days of the date of the new service request. The District must receive a customer's letter of credit prior to the service start date.
District Rule #6a Deposit Amount. The amount of cash deposit to establish credit, as reuired by Rule Number 4 for all classes of service, shall be a sum equal to twice the estimated average bill for the type of service rendered.

Santa Barbara County
Air Pollution Control District

Clean Vision Clean Air

RECEIVED
JUL 10 2017
CITY OF CARPINTERIA

July 7, 2017

Nick Bobroff
City of Carpinteria
Community Development Department
5775 Carpinteria Avenue
Carpinteria, CA 93013

Re: APCD Suggested Conditions on 4716 Seventh Street, 17-1883-DP/CDP/TPM

Dear Mr. Bobroff:

The Air Pollution Control District (APCD) has reviewed the referenced project, which consists of remodeling an existing single-family residence, constructing a new detached carport, constructing two new attached two-story residential units and subdividing the property into three residential condominium units. The existing single-family residence would be reduced to 1,165 square feet (sq ft) and a new detached 324 sq ft two-car carport would be provided for it. New Unit "A" would be 1,636 sq ft and have an attached 375 sq ft two-car garage. New Unit "B" would be 1,617 sq ft and have an attached 370 sq ft two-car garage. Total building square footage would be comprised of 4,418 sq ft of living area and 1,069 sq ft of covered parking area. Grading is estimated to be 740 cubic yards (cy) cut and 985 cy fill with 245 cy import. The subject property, a 0.25-acre parcel zoned Planned Residential Development (PRD-15) and identified in the Assessor Parcel Map Book as APN 003-301-020, is located at 4716 Seventh Street in the City of Carpinteria.

Air Pollution Control District staff offers the following suggested conditions:

1. Standard dust mitigations (**Attachment A**) are recommended for all construction and/or grading activities. The name and telephone number of an on-site contact person must be provided to the APCD prior to grading/building permit issuance.

2. The State of California considers particulate matter emitted by diesel engines carcinogenic. Therefore, during project grading, construction, and hauling, construction contracts must specify that contractors shall adhere to the requirements listed in **Attachment B** to reduce emissions of particulate matter (as well as of ozone precursors) from diesel equipment. Recommended measures should be implemented to the maximum extent feasible.

3. All portable diesel-fired construction engines rated at 50 bhp or greater must have either statewide Portable Equipment Registration Program (PERP) certificates or APCD permits prior to grading/building permit issuance. Construction engines with PERP certificates are exempt from APCD permit, provided they will be on-site for less than 12 months.

4. Advisory: The applicant should determine whether any structure(s) proposed for demolition or renovation contains asbestos that is friable or has the potential to become friable during demolition or disposal. If any structure does contain friable asbestos, the asbestos should be removed by a contractor that is state certified for asbestos removal. For more information on asbestos in construction, please see www.ourair.org/asbestos/.

Aeron Arlin Genet · Air Pollution Control Officer
260 North San Antonio Road, Suite A · Santa Barbara, CA · 93110 · 805.961.8800
OurAir.org · twitter.com/OurAirSBC

5. Natural gas-fired fan-type central furnaces with a rated heat input capacity of less than 175,000 Btu/hr and water heaters rated below 75,000 Btu/hr must comply with the emission limits and certification requirements of APCD Rule 352. Please see www.ourair.org/wp-content/uploads/rule352.pdf for more information.

6. Small boilers and water heating units (rated between 75,000 and 2.0 million Btu/hr) must comply with the emission limits and certification requirements of APCD Rule 360. Combinations of units totaling 2.0 million Btu/hr or greater are required to obtain a District permit prior to building permit issuance. Please see www.ourair.org/wp-content/uploads/rule360.pdf for more information and a list of certified boilers (note: any units fired on fuel(s) other than natural gas must be certified by the APCD on a case-by-case basis, even if the unit is certified when fired on natural gas).

7. At a minimum, prior to occupancy, any feasible greenhouse gas reduction measures from the following sector-based list should be applied to the project:
   - Energy use (energy efficiency, low carbon fuels, renewable energy)
   - Water conservation (improved practices and equipment, landscaping)
   - Waste reduction (material re-use/recycling, composting, waste diversion/minimization)
   - Architectural features (green building practices, cool roofs)

8. Asphalt paving activities shall comply with APCD Rule 329, *Cutback and Emulsified Asphalt Paving Materials*.

If you or the project applicant have any questions regarding these comments, please feel free to contact me at (805) 961-8893 or via email at NightingaleK@sbcapcd.org.

Sincerely,

Krista Nightingale,
Air Quality Specialist
Technology and Environmental Assessment Division

Attachments: Fugitive Dust Control Measures
Diesel Particulate and NO_x Emission Measures

cc: Vernon McCaslin
TEA Chron File

Santa Barbara County
Air Pollution Control District

ATTACHMENT A
FUGITIVE DUST CONTROL MEASURES

These measures are required for all projects involving earthmoving activities regardless of the project size or duration. Proper implementation of these measures is assumed to fully mitigate fugitive dust emissions.

- During construction, use water trucks or sprinkler systems to keep all areas of vehicle movement damp enough to prevent dust from leaving the site. At a minimum, this should include wetting down such areas in the late morning and after work is completed for the day. Increased watering frequency should be required whenever the wind speed exceeds 15 mph. Reclaimed water should be used whenever possible. However, reclaimed water should not be used in or around crops for human consumption.

- Minimize amount of disturbed area and reduce on site vehicle speeds to 15 miles per hour or less.

- If importation, exportation and stockpiling of fill material is involved, soil stockpiled for more than two days shall be covered, kept moist, or treated with soil binders to prevent dust generation. Trucks transporting fill material to and from the site shall be tarped from the point of origin.

- Gravel pads shall be installed at all access points to prevent tracking of mud onto public roads.

- After clearing, grading, earth moving or excavation is completed, treat the disturbed area by watering, or revegetating, or by spreading soil binders until the area is paved or otherwise developed so that dust generation will not occur.

- The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite. Their duties shall include holiday and weekend periods when work may not be in progress. The name and telephone number of such persons shall be provided to the Air Pollution Control District prior to grading/building permit issuance and/or map clearance.

  Plan Requirements: All requirements shall be shown on grading and building plans and/or as a separate information sheet listing the conditions of approval to be recorded with the map. **Timing**: Requirements shall be shown on plans prior to grading/building permit issuance and/or recorded with the map during map recordation. Conditions shall be adhered to throughout all grading and construction periods.

  MONITORING: Lead Agency shall ensure measures are on project plans and/or recorded with maps. Lead Agency staff shall ensure compliance onsite. APCD inspectors will respond to nuisance complaints.

Santa Barbara County
Air Pollution Control District

ATTACHMENT B
DIESEL PARTICULATE AND NO_x EMISSION REDUCTION MEASURES

Particulate emissions from diesel exhaust are classified as carcinogenic by the state of California. The following is a list of regulatory requirements and control strategies that should be implemented to the maximum extent feasible.

The following measures are required by state law:

- All portable diesel-powered construction equipment shall be registered with the state's portable equipment registration program OR shall obtain an APCD permit.
- Fleet owners of mobile construction equipment are subject to the California Air Resource Board (CARB) Regulation for In-Use Off-Road Diesel Vehicles (Title 13, California Code of Regulations (CCR), §2449), the purpose of which is to reduce oxides of nitrogen (NOx), diesel particulate matter (DPM), and other criteria pollutant emissions from in-use off-road diesel-fueled vehicles. Off-road heavy-duty trucks shall comply with the State Off-Road Regulation. For more information, see www.arb.ca.gov/msprog/ordiesel/ordiesel.htm.
- Fleet owners of mobile construction equipment are subject to the CARB Regulation for In-Use (On-Road) Heavy-Duty Diesel-Fueled Vehicles (Title 13, CCR, §2025), the purpose of which is to reduce DPM, NOx and other criteria pollutants from in-use (on-road) diesel-fueled vehicles. On-road heavy-duty trucks shall comply with the State On-Road Regulation. For more information, see www.arb.ca.gov/msprog/onrdiesel/onrdiesel.htm.
- All commercial off-road and on-road diesel vehicles are subject, respectively, to Title 13, CCR, §2449(d)(3) and §2485, limiting engine idling time. Idling of heavy-duty diesel construction equipment and trucks during loading and unloading shall be limited to five minutes; electric auxiliary power units should be used whenever possible.

The following measures are recommended:

- Diesel equipment meeting the CARB Tier 3 or higher emission standards for off-road heavy-duty diesel engines should be used to the maximum extent feasible.
- On-road heavy-duty equipment with model year 2010 engines or newer should be used to the maximum extent feasible.
- Diesel powered equipment should be replaced by electric equipment whenever feasible.
- Equipment/vehicles using alternative fuels, such as compressed natural gas (CNG), liquefied natural gas (LNG), propane or biodiesel, should be used on-site where feasible.
- Catalytic converters shall be installed on gasoline-powered equipment, if feasible.
- All construction equipment shall be maintained in tune per the manufacturer's specifications.
- The engine size of construction equipment shall be the minimum practical size.
- The number of construction equipment operating simultaneously shall be minimized through efficient management practices to ensure that the smallest practical number is operating at any one time.
- Construction worker trips should be minimized by requiring carpooling and by providing for lunch onsite.

Plan Requirements: All requirements shall be shown on grading and building plans and/or as a separate information sheet listing the conditions of approval to be recorded with the map. **Timing**: Requirements shall be shown on plans prior to grading/building permit issuance and/or recorded with the map during map recordation. Conditions shall be adhered to throughout all grading and construction periods.

MONITORING: Lead Agency shall ensure measures are on project plans and/or recorded with maps. Lead Agency staff shall ensure compliance onsite. APCD inspectors will respond to nuisance complaints.

Attachment B

Parcel Map No. 25,187 Exhibit

Haber Condominiums
Final Map Clearance - Parcel Map No. 25,187
November 27, 2023 City Council Hearing

PARCEL MAP NO. 25,187

FOR CONDOMINIUM PURPOSES

FEBRUARY 2021

WW SURVEYING, INC.
1727 STATE STREET #28
SANTA BARBARA, CALIFORNIA 93101
PHONE (805) 681-1615

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE AN INTEREST IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THE ANNEXED MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND. I CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION SHOWN WITHIN THE DISTINCTIVE BORDER LINES OF THIS MAP.

SURF COTTAGES, LLC A CALIFORNIA LIMITED LIABILITY COMPANY

_____ _____

MICHAEL HABER DATE
OWNER

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THE CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THE DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA)

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 PRINTED NAME

MY COMMISSION EXPIRES: _____

COMMISSION NO. _____

PRINCIPAL OFFICE LOCATION _____

CLERK OF THE BOARD STATEMENT:

I, JACQUELYNE ALEXANDER, CLERK OF THE BOARD OF SUPERVISORS OF SANTA BARBARA COUNTY, DO HEREBY STATE THAT PURSUANT TO GOVERNMENT CODE SECTION 66464 (STATE SUBDIVISION MAP ACT), THAT THE CERTIFICATES AND DEPOSITS REQUIRED UNDER GOVERNMENT CODE SECTIONS 66492 AND 66493 (STATE SUBDIVISION MAP ACT) ON THE PROPERTY WITHIN THIS SUBDIVISION HAVE BEEN FILED AND MADE.

JACQUELYNE ALEXANDER BY: _____
CLERK OF THE BOARD DEPUTY
OF SUPERVISORS OF
SANTA BARBARA COUNTY DATE: _____

CONDOMINIUM NOTE

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR THREE (3) UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS THAT WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENT FOR THE UNITS.

NOTE

THIS MAP IS SUBJECT TO CERTAIN CONDITIONS AND INFORMATION INCLUDED IN A "NOTICE" AND RECORDED CONCURRENTLY AS INSTRUMENT NUMBER _____ OF OFFICIAL RECORDS IN THE OFFICE OF THE SANTA BARBARA COUNTY RECORDER.

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THE CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THE DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA)

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 PRINTED NAME

MY COMMISSION EXPIRES: _____

COMMISSION NO. _____

PRINCIPAL OFFICE LOCATION _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MICHAEL HABER AND SCOTT ADELSON IN FEBRUARY 2021. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. I ALSO HEREBY STATE THAT ALL MONUMENTS SHOWN ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT THEY ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

_____ _____

JAMES G. WENZEL ii DATE
L.S. 9209

LICENSED LAND SURVEYOR
JAMES G. WENZEL II
L.S. 9209
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

_____ _____

CHRISTOPHER G. VANDREY, PLS 8783 DATE
CITY SURVEYOR
CITY OF CARPINTERIA

LICENSED LAND SURVEYOR
CHRISTOPHER G VANDREY
No. 8783
STATE OF CALIFORNIA

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2023 AT _____ .M.

IN BOOK _____ OF PARCEL MAPS AT PAGES _____ TO _____, RECORDS OF SANTA BARBARA COUNTY, AT THE REQUEST OF DENNIS M. DODSON, L.S. 7234.

FEE: _____

JOSEPH E. HOLLAND BY: _____
COUNTY CLERK-RECORDER-ASSESSOR DEPUTY

CITY CLERK'S STATEMENT:

I HERBY STATE THAT THE CITY COUNCIL OF CITY OF CARPINTERIA, BY MINUTE ACTION ON ____ DAY OF _____, 2023 APPROVED THIS MAP.

_____

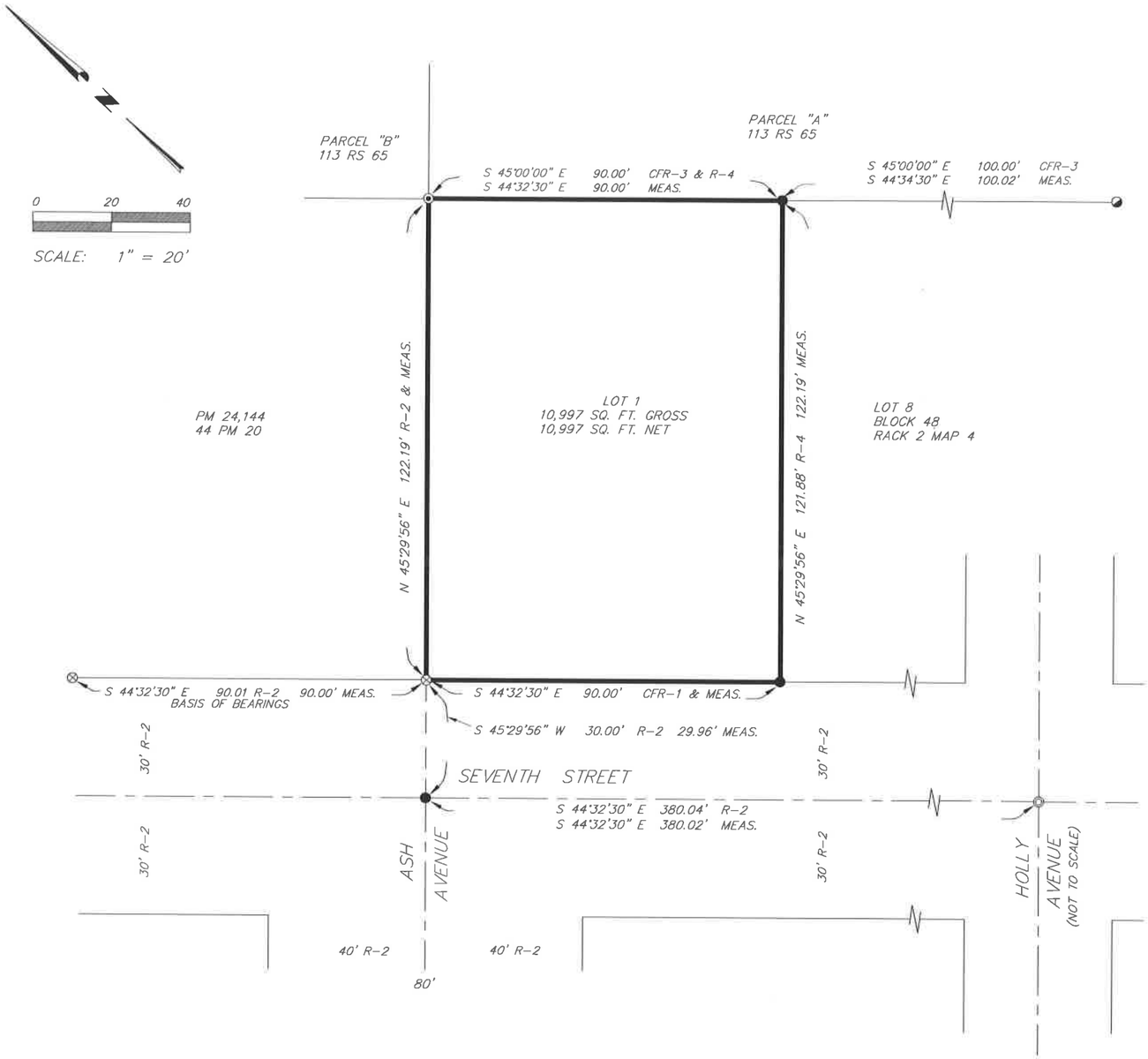
CITY CLERK – CITY OF CARPINTERIA DATE _____

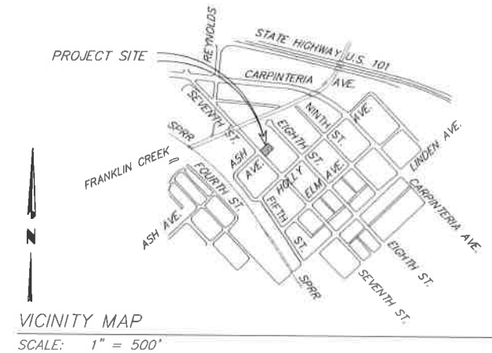
COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND HAVE DETERMINED THAT IT SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP AS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF CARPINTERIA ON _____ AND TO THE CONDITIONS AS IMPOSED THEREON.

_____ _____

STEVE GOGGIA DATE
COMMUNITY DEVELOPMENT DIRECTOR





VICINITY MAP

SCALE: 1" = 500'

LEGEND

R-1 = INSTRUMENT # 2005-0067261 O.R.
R-2 = PARCEL MAP BOOK 44 PAGE 20
R-3 = RECORD OF SURVEY BOOK 113 PAGE 65
R-4 = RACK 2 MAP 4 CITY OF CARPINTERIA
R-5 = RECORD OF SURVEY BOOK 118 PAGE 85
R-6 = CORNER RECORD 4081 COUNTY OF SANTA BARBARA

◎ FOUND SPIKE & WASHER MARKED "PLS 6392" PER R-6
⊗ FOUND 1/2" IRON PIPE WITH TAG ILLEGIBLE ACCEPTED PER R-2
◪ FOUND 1/2" IRON PIPE WITH TAG MARKED "LS 3804" PER R-3
◉ SET LEAD & TAG MARKED "LS 7234"
● SET 1/2 I.P. WITH TAG MARKED "LS 7234"
○ NO MONUMENT FOUND OR SET UNLESS STATED OTHERWISE

M OR MEAS. MEASURED
CFR CALCULATED FROM RECORD
F.T.C. FROM TRUE CORNER

THE BASIS OF BEARINGS FOR THIS MAP ARE TWO FOUND ½" IRON PIPES WITH ILLEGIBLE TAGS ACCEPTED PER PARCEL MAP BOOK 44 PAGE 20
S 44°32'30" E 90.01' RECORD 90.00' MEASURED

PARCEL MAP NO. 25,187

FOR CONDOMINIUM PURPOSES

LOT 7 BLOCK 48 OF THE TOWN OF CARPINTERIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, RECORDED IN RACK 2 MAP NO. 4 IN THE OFFICE OF THE COUNTY RECORDER TOGETHER WITH THE SOUTHEASTERLY HALF OF ASH STREET (NOW ABANDONED) LYING NORTHWESTERLY AND ADJACENT TO NORTHWESTERLY LINE OF SAID LOT 7 BLOCK 48 OF THE TOWN OF CARPINTERIA

WW SURVEYING, INC.
1727 STATE STREET #28
SANTA BARBARA, CALIFORNIA 93101
PHONE (805) 681-1615

FEBRUARY 2021 S03230 SHEET 2 OF 2 SHEET

Attachment C

Project Covenants, Conditions and Restrictions (CC&Rs)

Haber Condominiums
Final Map Clearance - Parcel Map No. 25,187
November 27, 2023 City Council Hearing

Recording Requested By:
When Recorded Return To:

Shereef Moharram, Esq.
PRICE, POSTEL & PARMA LLP
200 East Carrillo Street, Suite 400
Santa Barbara, California 93101
(805) 962-0011

2023.11.07

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

SURF COTAGES HOMEOWNERS' ASSOCIATION

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF GOVERNMENT CODE SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING AND HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

THE ASSOCIATION, THE BOARD, ALL OWNERS, AND DECLARANT SHALL BE BOUND BY THE DISPUTE RESOLUTION PROCEDURES, INCLUDING THE WAIVER OF RIGHT TO JURY TRIAL, BINDING ARBITRATION AND JUDICIAL REFERENCE PROVISIONS DESCRIBED IN ARTICLE X HEREIN, WHICH MAY IMPACT THE LEGAL RIGHTS OF SUCH PARTIES.

ARTICLE I DEFINITION OF TERMS 2

1.01 ANNUAL BUDGET REPORT. 2
1.02 ANNUAL POLICY STATEMENT. 2
1.03 ARTICLES. 2
1.04 ASSOCIATION. 2
1.05 BOARD OF DIRECTORS OR BOARD. 2
1.06 BYLAWS. 2
1.07 COMMON AREA. 2
1.08 COMMON FACILITIES. 2
1.09 CONDOMINIUM. 2
1.10 CONDOMINIUM PLAN. 2
1.11 DECLARANT. 2
1.12 DECLARATION. 2
1.13 DELIVERY OF DOCUMENTS TO MEMBERS; ASSOCIATION. 3
1.14 DEVELOPMENT. 3
1.15 DIRECTOR. 3
1.16 EXCLUSIVE USE COMMON AREA. 3
1.17 MANAGEMENT DOCUMENTS. 3
1.18 MEMBER. 3
1.19 MORTGAGE; FIRST MORTGAGE. 3
1.20 MORTGAGEE; FIRST MORTGAGEE. 3
1.21 OFFICER. 3
1.22 RESIDENTIAL UNIT OR UNIT. 4
1.23 VOTING POWER OF THE ASSOCIATION. 4

ARTICLE II DESCRIPTION OF LAND AND IMPROVEMENTS 4

2.01 CONFIGURATION. 4
2.02 FLOOR AREA. 4

ARTICLE III THE OWNERS' ASSOCIATION 5

3.01 MANAGEMENT AND OPERATIONS. 5
3.02 CONSENT TO BECOMING MEMBER OF ASSOCIATION. 5
3.03 POWERS OF THE ASSOCIATION. 5
3.04 VESTING OF VOTING POWER. 5

ARTICLE IV PROPERTY RIGHTS OF MEMBERS; EASEMENTS; PARTITION 5

4.01 EXCLUSIVE OWNERSHIP AND POSSESSION BY MEMBER; INCIDENTS OF OWNERSHIP. 5
4.02 CONVEYANCE CARRIES ENTIRE INTEREST OF MEMBER. 6
4.03 EASEMENT OF ENJOYMENT. 6
4.04 DELEGATION OF USE. 6
4.05 ENCROACHMENTS. 7
4.06 EASEMENTS FOR BENEFIT OF ASSOCIATION AND DECLARANT; GRANTS OF EASEMENTS. 7
4.07 GRANT OF EXCLUSIVE USE OVER COMMON AREA. 7
4.08 PARTITION. 7
4.09 PROHIBITION AGAINST SEVERABILITY OF COMPONENT INTERESTS IN CONDOMINIUM. 8
4.10 UTILITIES. 8
4.11 MARKETING OF CONDOMINIUMS. 9
4.12 EXCLUSIVE USE COMMON AREAS. 9
4.13 DRAINAGE SYSTEM; MAINTENANCE. 10
4.14 EASEMENTS RESERVED AND GRANTED. 10
4.15 LICENSE. 10
4.16 CONDITIONS OF APPROVAL. 10
4.17 PARKING. 10

ARTICLE V USES OF THE PROPERTY 11

5.01 RESIDENTIAL USE; OBLIGATION TO REBUILD. 11
5.02 RESTRICTION ON USE. 11
5.03 LEASES. 15

ARTICLE VI ASSESSMENTS AND LIENS 15

6.01 ASSESSMENT POWER. 15
6.02 GENERAL ASSESSMENTS. 15
6.03 SPECIAL ASSESSMENTS. 17
6.04 EMERGENCY SITUATIONS. 18
6.05 NOTICE OF ASSESSMENTS; INCREASE IN ASSESSMENTS. 19
6.06 DEFAULT; LATE CHARGE; INTEREST. 19
6.07 PRE-LIEN NOTICE; PAYMENT PLANS; DISPUTE RESOLUTION. 19
6.08 LIEN FOR DELINQUENT ASSESSMENTS. 20
6.09 ENFORCEMENT OF LIEN; ATTORNEYS' FEES. 21
6.10 PRIORITY OF ASSESSMENT LIENS; SUBORDINATION. 22
6.11 PAYMENT OF TAXES. 22
6.12 STATUTORY COMPLIANCE. 23
6.13 ALTERNATE LEGAL ACTION; SETTLEMENT. 23

ARTICLE VII INSURANCE; DESTRUCTION OF IMPROVEMENTS 23

7.01 GENERAL INSURANCE REQUIREMENTS. 23
7.02 LIABILITY INSURANCE. 23
7.03 EXCESS OR UMBRELLA LIABILITY. 24
7.04 DIRECTORS AND OFFICERS LIABILITY INSURANCE. 24
7.05 WORKERS COMPENSATION. 24
7.06 PROPERTY INSURANCE. 24
7.07 MEMBER'S LIABILITY; UPGRADES AND CONTENTS INSURANCE. 25
7.08 OTHER INSURANCE COVERAGE; DEDUCTIBLES; SUBROGATION; LIABILITY 25
7.09 BOARD APPOINTED ATTORNEY-IN-FACT. 26
7.10 DAMAGE OR DESTRUCTION. 26
7.11 REVIEW OF INSURANCE COVERAGE AND BROKER SERVICES. 30
7.12 DISPUTE RESOLUTION. 30

ARTICLE VIII MAINTENANCE, REPLACEMENT AND IMPROVEMENT 30

8.01 COMMON AREA; COMMON FACILITIES 30
8.02 DAMAGE TO COMMON AREA OR COMMON FACILITY 31
8.03 EXTERIOR REPAIR AND MAINTENANCE OF COMMON FACILITIES 31
8.04 MEMBER'S REPAIR AND MAINTENANCE; ALTERATIONS. 32
8.05 SPECIAL ASSESSMENT. 32
8.06 MAINTENANCE MANUAL. 32

ARTICLE IX CONDEMNATION 33

9.01 BOARD APPOINTED ATTORNEY-IN-FACT. 33
9.02 SALE BY CONSENT. 33
9.03 DISTRIBUTION OF SALE PROCEEDS OR CONDEMNATION AWARD. 33
9.04 FAIR MARKET VALUE. 34

ARTICLE X REPAIR ISSUES AND ARBITRATION; DISPUTE RESOLUTION 34

10.01 ACTIONS, DISPUTES INVOLVING REPAIR ISSUES. 34
10.02 REPAIR ISSUES; ASSOCIATION AS CLAIMANT. 37
10.04 RECOVERY OF MONETARY DAMAGES. 43
10.05 DISPUTE RESOLUTION. 44

ARTICLE XI GENERAL PROVISIONS; REPORTS TO PROSPECTIVE PURCHASERS 44

11.01 INTERPRETATION: INCONSISTENCY. 44

11.02 SEVERABILITY.....44
11.03 ENFORCEMENT; WAIVER.....44
11.04 BINDING ON SUCCESSORS.....44
11.05 ATTORNEYS' FEES.....45
11.06 BREACHES: EFFECT ON LIENS.....45
11.07 REPORTS TO PROSPECTIVE PURCHASERS.....45

ARTICLE XII ARCHITECTURAL CONTROL.....46

12.01 ARCHITECTURAL RESTRICTIONS.....46
12.02 NO WAIVER.....47
12.03 DISCLAIMER OF LIABILITY.....47
12.04 VARIANCES.....47
12.05 NO RIGHT TO MODIFY.....47
12.06 BUILDING GUIDELINES.....47
12.07 COMPLIANCE.....48
12.08 APPOINTMENT OF ARCHITECTURAL COMMITTEE.....49
12.09 INTERPRETATION.....49
12.10 MECHANICS' LIENS.....49
12.11 ENFORCEMENT.....49
12.12 ASSESSMENT.....50

ARTICLE XIII DURATION AND AMENDMENT.....50

13.01 TERM.....50
13.02 AMENDMENT.....50

List of Exhibits

Exhibit A – Legal Description of Real Property

Exhibit B – Sample Grant Deed

Exhibit C – Civil Code Section 4035 et seq.

THIS DECLARATION is made this _____ day of _____, 2024, by Surf Cottages, LLC a California limited liability company, herein referred to as "Declarant" with reference to the following facts:

(a) Declarant is the owner of certain real property commonly described as Surf Cottages, in the City of Carpinteria and County of Santa Barbara, California, and more particularly described in attached Exhibit "A" (the "Real Property" or "Development").

(b) The Real Property is a "Condominium Project" within the meaning of Section 4125 of the California Civil Code, subject to the provisions of the Davis-Stirling Common Interest Development Act (Part 5, Division Four of the Civil Code, commencing with Civil Code Section 4000 *et seq.*), and it is the intention and desire of Declarant to divide the project into Condominiums by grant deed substantially in the form of that attached as Exhibit "B."

(c) Declarant intends to impose on the Real Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of the Condominiums and the Members.

NOW, THEREFORE, Declarant hereby declares that the Real Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Real Property and the division thereof into Condominiums and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Real Property and every part thereof. All of the covenants, conditions and restrictions shall:

(A) Run with the Real Property;

(B) Be binding upon all parties having or acquiring any right, title or interest therein or any part thereof;

(C) Be for the benefit of each owner of any portion of the Real Property or any interest therein; and

(D) Inure to the benefit of and be binding upon each successor in interest of the owners thereof.

This Declaration is made by Declarant pursuant to Sections 4200, 4250 and 5975 of the California Civil Code.

ARTICLE I

Definition of Terms

Unless expressly provided otherwise, the following terms as used herein shall have the following meaning:

1.01 Annual Budget Report. That budgetary information required to be distributed by the Association to the Members pursuant to Civil Code Section 5300. See also Section 7.03(A) of the Bylaws.

1.02 Annual Policy Statement. That policy information required to be distributed by the Association to the Members pursuant to Civil Code Section 5310. See also Section 7.04(B) of the Bylaws.

1.03 Articles. The Articles of Incorporation of the Association filed with the California Secretary of State.

1.04 Association. Surf Cottages Homeowners' Association, a California nonprofit mutual benefit corporation.

1.05 Board of Directors or Board. The governing body of the Association.

1.06 Bylaws. The duly adopted Bylaws of the Association as amended.

1.07 Common Area. Pursuant to California Civil Code Section 4095, "Common Area" shall mean the entire project excepting all Residential Units.

1.08 Common Facilities. Any improvements constructed in the Common Area, including but not limited to, structures bounding the Residential Units, and Exclusive Use Common Areas.

1.09 Condominium. The estate in property conveyed by the grant deed to the Grantee as defined by Section 783 of the Civil Code, consisting of any undivided interest or easements in the Common Area more particularly described in Section 2.01 below, and a Residential Unit.

1.10 Condominium Plan. The Condominium Plan on file for the Development, which is recorded in Book _____, Pages _____ through _____, inclusive, of Condominium Maps, in the office of the Recorder of Santa Barbara County. All those notes and definitions set forth in the Condominium Plan are hereby incorporated by reference.

1.11 Declarant. Surf Cottages, LLC, a California limited liability company, and any successor or assign that expressly assumes the rights and duties of Declarant under this Declaration in a recorded written document.

1.12 Declaration. This Declaration, as it may be amended from time to time.

*1.13 **Delivery of Documents to Members; Association.*** The Association's Management Documents may include references to the manner in which documents or notices are to be delivered either to the Members by the Association or to the Association by the Members. The parameters for delivery from the Association to Members by "individual delivery" or "individual notice" are set forth in Civil Code Section 4040; the parameters for delivery from the Association to the members by "general delivery" or "general notice" are set forth in Civil Code Section 4045; and the parameters for delivery from a Member to the Association are set forth in Civil Code Section 4035. A copy of each of each of these Sections of the Civil Code as well as related Sections 4050 and 4055 are attached hereto as Exhibit "C".

The Association and Members are advised to review any amendments to these Sections as may be enacted from time to time.

*1.14 **Development.*** The Real Property including all structures and improvements thereon.

*1.15 **Director.*** A duly elected or appointed member of the Board of Directors of the Association.

*1.16 **Exclusive Use Common Area.*** Pursuant to Civil Code Section 4145, those portions of the Common Area set aside for exclusive use of a Member. See Article II and Section 4.12.

*1.17 **Management Documents.*** This Declaration, the Articles of Incorporation, the Bylaws, the Condominium Plan, the budget, and applicable rules and regulations of the Association adopted by the Board, including any supplements, amendments and exhibits thereto.

*1.18 **Member.*** The record owner, whether one or more persons or entities, of the fee simple title to any Condominium, including contract purchasers in possession, but excluding those having such interest merely as security for performance of an obligation.

*1.19 **Mortgage; First Mortgage.*** Any recorded mortgage or deed of trust by which a Condominium is hypothecated or encumbered to secure the performance of an obligation pursuant to a loan made by a Mortgagee. A First Mortgage shall mean any mortgage or deed of trust made by an individual, or entity including a bank, savings and loan association, credit union, trust company, real estate investment trust, insurance company, or other lending institution in Santa Barbara County (including the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration, Veterans Administration or other similar institutional secondary market mortgage purchaser or insurer) that makes or is the assignee of a loan secured by a Mortgage on a Condominium with first priority over other Mortgages thereon.

*1.20 **Mortgagee; First Mortgagee.*** A beneficiary or holder of a Mortgage or his/her/its assignee. A First Mortgagee is the Mortgagee of a First Mortgage.

*1.21 **Officer.*** A duly elected or appointed officer of the Association.

1.22 ***Residential Unit or Unit.*** A Condominium estate, exclusive of any undivided interest or easements in the Common Area, consisting of the airspace elements and Exclusive Use Common Areas described in Section 2.01 and Article 4.13 as shown on the Condominium Plan.

1.23 ***Voting Power of the Association.*** A number equal to the total number of Condominiums subject to this Declaration. Each Member shall have one (1) vote for each Condominium, provided that there shall be only one (1) vote for each Condominium.

ARTICLE II

Description of Land and Improvements

2.01 ***Configuration.*** The land within the Development consists of rectangular shaped parcel improved by two (2) buildings. There is a total of three (3) Residential Units in said buildings. All Residential Units may have the following airspace elements as designated on the Condominium Plan: Living Area: "LA"; Carport Area "CA"; and Garage Area "GA". Pursuant to Section 4.12 below, a Residential Unit may also include a balcony and/or deck serving the Residential Unit (and not otherwise located in the Residential Unit) designated as "EUCA _____ (Unit ___)" on the Condominium Plan. The Common Area consists of the Development excepting the Residential Units. An undivided one-third (1/3) interest in the Common Area and all Common Facilities will be conveyed to each Owner of a Residential Unit to comprise his/her Condominium along with any Exclusive Use Common Areas and appurtenant easements. The boundaries of the Condominiums shall be as set forth in the Condominium Plan.

2.02 ***Floor Area.*** The Floor Area of a Residential Unit shall include all of the square footage of that airspace element designated Living Area: "LA" on the Condominium Plan and shown on the approved building plans for the Development dated _____ and on file with the City of Carpinteria. The Owners acknowledge and accept that the determination of Floor Area as set forth herein is for purposes of this Restated Declaration only and may be inconsistent with other calculations of floor area that may appear on other documents such as grading plans, site plans or advertising material. For purposes hereof, the Floor Area of each Unit shall be as follows:

Residential Unit	**Floor Area**
A	1636
B	1617
C	1165
Total Floor Area	**4418**

ARTICLE III

The Owners' Association

3.01 Management and Operations. The Development, to be known as Surf Cottages, shall be organized and operated as a Condominium Project. The grant deeds conveying interests to individual purchasers shall expressly refer to and incorporate by reference this Declaration. All owners of Condominiums in the Development shall be Members of Surf Cottages Homeowners' Association, a nonprofit mutual benefit corporation which will exercise the powers as granted to the Association. Such powers are for the purpose of operating, maintaining and managing the Common Area, Exclusive Use Common Areas and Common Facilities for the benefit of the owners of Condominiums and for providing such service for and conducting such common business affairs of its Members as is specified in the Management Documents.

3.02 Consent to Becoming Member of Association. The purchaser of any Condominium in the Development shall, by the acceptance of a deed therefor whether from Declarant or from subsequent owners of that Condominium, or by the signing of an installment land sale contract or agreement to purchase the Condominium, consent to becoming a Member of the Association, to abide by the Management Documents of the Association, and to accept all of the benefits and obligations of the Members.

3.03 Powers of the Association. The powers of the Association, its membership and their voting rights and the authority of its Officers and Directors shall be set forth in its Management Documents.

3.04 Vesting of Voting Power. The voting power shall vest when the power of assessment has passed to the Association, as set forth in Section 6.01 below.

ARTICLE IV

Property Rights of Members; Easements; Partition

4.01 Exclusive Ownership and Possession by Member; Incidents of Ownership. Each Member shall be entitled to exclusive ownership and possession of his/her Residential Unit and ingress and egress thereto. A Member also shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, floors, ceilings, windows and doors bounding the Residential Unit. A Member shall not be deemed to own the perimeter walls, floors, ceilings, windows, and doors bounding his/her Residential Unit or any other Common Facilities.

Each Member shall own the fractional interest in the Common Area and Common Facilities, as set forth in Article II above, and such percentage shall have a permanent character and shall not be altered without the consent of all Members expressed in an amendment to this Declaration duly recorded, except as expressly provided otherwise herein. The percentage of the undivided interest in the Common Area and Common Facilities shall not be separated from the Residential Unit to which it pertains and shall be deemed to be conveyed or encumbered or released from liens on the Residential Unit, even though such interest is not expressly mentioned or

described in the conveyance or other instrument. Each Member may use the Common Area and Common Facilities subject to rights conveyed pursuant to Sections 4.05, 4.06 and 4.07 below, and in accordance with the purpose for which it is intended, as long as such use does not hinder or encroach upon the lawful rights of the other Members.

The foregoing notwithstanding, in the event Declarant has established a sales office and model homes in the Development pursuant to Section 5.01 below, Declarant, its sales agents and employees shall have the right to the nonexclusive use of the Common Area and Common Facilities for the purpose of maintaining the sales office and model homes and signs reasonably necessary to market the Condominiums. This right shall terminate upon sale of the last Condominium in the Development. Use of the Common Area and Common Facilities by Declarant and its agents and employees shall not unreasonably interfere with the use thereof by any Member or lawful occupants of any other Residential Unit.

4.02 Conveyance Carries Entire Interest of Member. Any conveyance of a Condominium shall be presumed to convey the entire interest of a Member, including membership in the Association; however, any Member may create a co-tenancy in his/her ownership of a Condominium with any other person or persons, or convey an undivided fractional interest in the Condominium.

4.03 Easement of Enjoyment. Every Member shall have the right and easement of enjoyment and use of the Common Area and Common Facilities, so long as such use does not hinder or encroach upon the lawful rights of other Members, and such easements shall be appurtenant to, and shall pass with, the title to every Condominium, subject to the following provisions:

(A) The right of the Association, by appropriate rules, to limit the number of guests of Members, and use of the Common Area and Common Facilities;

(B) The right of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving the Common Area or Common Facilities and/or performing its rights and privileges, duties and obligations, under the Management Documents; and

(C) Subject to Section 4.06 below, the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority, or to other persons or entities, for such purposes as the Board deems in the best interests of the Association.

Unless otherwise permitted under Civil Code Section 4510, the Association shall not deny any Member or lawful occupant of any Condominium physical access to the Condominium.

4.04 Delegation of Use. Any Member may delegate his/her right of enjoyment to the Common Area, Exclusive Use Common Areas and Common Facilities to persons who are actually residing in his/her Condominium and who are members of his/her family, his/her guests, tenants or contract purchasers. The guests of a Member or a lessee shall be entitled to use the Common Area, Exclusive Use Common Areas and Common Facilities, subject to the Management Documents.

4.05 Encroachments. Each Residential Unit is hereby declared to have an easement over the Common Area, Common Facilities and other Residential Units for the purpose of accommodating any encroachment due to engineering or surveying errors, errors in original construction, settlement or shifting of any building, overhangs and projections in original construction, or for any other cause not due to willful misconduct of any Member. There shall be, in addition, valid and appropriate easements for the maintenance of such encroachments. If any portion of the Common Area or Common Facilities encroaches upon any Residential Unit or any Residential Unit encroaches upon the Common Area, Common Facilities or other Residential Unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the Development, a valid easement for the encroachment and for the maintenance thereof shall exist so long as the encroachment exists.

4.06 Easements for Benefit of Association and Declarant; Grants of Easements. The Association shall have an easement over, under, across and through the Common Area, Common Facilities and each Residential Unit where necessary for any construction, maintenance, repair or other functions required of the Association by this Declaration. Declarant shall have an easement over, under, across and through the Common Area, Common Facilities and each Residential Unit where necessary for any construction, maintenance and repair or other functions required of Declarant by this Declaration. Declarant shall have the right to grant nonexclusive specific and blanket easements in, on, over, under and through the Common Area and Common Facilities for all utility services and purposes and for such other uses as Declarant may deem appropriate. Declarant's right to grant such easements hereunder shall cease after the sale of the first (1st) Condominium. Subject to the provisions of Section 4.07 below, the Board shall have the right in the name of the Association and all of the Members as their attorney-in-fact to grant nonexclusive and specific as well as blanket easements, in on, over, under and through the Common Area and Common Facilities to any public agency or authority, or other persons or entities, to accomplish any purpose that in the sole discretion of the Board is in the interest of the Association and its Members and does not unreasonably interfere with the use and enjoyment of the Common Area by the Members.

4.07 Grant of Exclusive Use Over Common Area. Except as otherwise provided in this Declaration and/or in the Bylaws or as specifically provided pursuant to Civil Code Section 4600, any grant of exclusive use by the Board of any part of the Common Area and Common Facilities to any Member for any purpose, must be approved in writing by the unanimous consent of the Voting Power of the Association pursuant to Civil Code Section 4600. Written notice of any such transfer or dedication shall be sent to every Member not less than seven (7) days, nor more than thirty (30) days, in advance of the execution of such instrument by the Board. Any measure placed before the Members requesting that the Board grant exclusive use of any portion of the Common Area or Common Facilities shall specify whether the Association will receive any monetary consideration for the grant and whether the Association or the transferee will be responsible for providing any insurance coverage for exclusive use of the Common Area or Common Facilities.

4.08 Partition. Except as provided by Section 4610 of the California Civil Code or as otherwise may be required under Section 7.10(E) or Article IX below, there shall be no judicial partition of all or any part of the Development, and Declarant and any person acquiring an interest in all or any part of the Development absolutely waive the right to partition the Real Property in kind and waive the right to seek partition for the purpose of a sale of the Real Property or any

portion thereof. However, if any Condominium is owned by two (2) or more Members as tenants in common, or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such Members.

4.09 Prohibition Against Severability of Component Interests in Condominium. No Member shall be entitled to sever his/her Residential Unit from his/her fractional interest in the Common Area or Common Facilities for any purpose. No such interest may be severally sold, conveyed, encumbered, hypothecated or otherwise affected, and any act in violation of this provision shall be void and of no effect. The suspension of this right of severability in no event will last beyond the period set forth in Article XIII below, including any extensions thereunder.

4.10 Utilities.

(A) Except for the utility lines and facilities which each Member owns and maintains under subsection (B) below, the Association shall maintain any and all utility lines and facilities located in, on, and under the Common Area, Exclusive Use Common Areas and Common Facilities (the "Common Lines"), except for those lines and facilities maintained by utility companies (public, private or municipal). The Association shall pay all charges for utilities supplied to the Development, except those metered or charged separately to the Condominiums, and the cost thereof shall be included in the Association's budget for assessment against the Condominiums as provided in Article VI.

Accordingly, if any Common Line becomes clogged, stopped-up, damaged, destroyed or otherwise requires repair, the Association shall furnish such maintenance, replacement or repair, including repair of any structural damage or loss in the Common Area, Exclusive Use Common Areas or Common Facilities. However, if it can be determined that the cause of such clogging, stoppage, damage, destruction or repair originated in the Residential Unit of any particular Member (or was caused by the actions of any Member), or of any agent, employee, guest or family member of any Member, whether or not such act was negligent or culpable, the Association may charge such Member the cost of the repair, replacement or maintenance. If any Member fails to pay such costs, the Association may among other remedies available to it collect them by levying a special assessment upon the Condominium of the Member responsible therefor under the provisions of this subsection (A). Except as otherwise provided in subsection 8.01(A) below, the Association shall not be responsible for damage to any Condominium, or to any personal or structural property located therein, caused by a damaged or defective Common Line.

In the event of a failure or inability of the Board to take timely action to maintain, replace or repair any Common Line (including repair of any structural damage or loss in the Common Area, Exclusive Use Common Areas or Common Facilities), the Member who owns any Condominium served by such Common Line shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon such Condominium, Common Area or Common Facilities in, under, or upon which such Common Line (or any portion thereof) may be located, as is reasonably necessary to repair, replace or maintain such Common Line (including structural damage as provided above). The Association shall reimburse the Member the costs incurred by the Member in making such Common Line maintenance, repair or replacement; provided that if a dispute arises between any Member and the Board as to: (1) the persons or entities responsible for maintaining, repairing or replacing such Common Line; (2) the existence

and amount of any structural damage; or (3) the necessity and scope of the work, the matter shall be resolved in the manner set forth in Section 10.05 below. If entry onto the Common Area, Common Facilities or any Condominium is required hereunder, the party making such entry must give reasonable notice to the Association and to the Member who owns such Condominium, as applicable.

(B) Each Member shall be deemed to own the utility lines and facilities and outlets of all utility lines and facilities located within and serving only such Member's Residential Unit, and shall be responsible for the maintenance of such utility lines, facilities and outlets.

(C) To the extent any Residential Unit includes a fire sprinkler system serving the Residential Unit, the water or other utility lines constituting the system that are located in the Common Area and Common Facilities of the Development shall be maintained by the Association as above set forth. The sprinkler heads located in each individual Residential Unit, including any sprinkler heads located in any Exclusive Use Common Area appurtenant thereto, shall be owned and maintained by the Member who owns the Unit.

(D) Whenever any Common Line serves more than one Residential Unit, each Member who owns a Residential Unit served by such Common Line shall be entitled to the full use and enjoyment of the portions of such Common Line that service such Member's Residential Unit.

4.11 Marketing of Condominiums. Pursuant to Civil Code Section 4730, the Association may not, among other things:

(A) Establish an exclusive relationship with any broker through which the sale or marketing of any Condominium is required to occur; or

(B) Adopt any rule or regulation that arbitrarily or unreasonably restricts the ability of any Member to market such Member's Condominium. Any such rule or regulation shall be deemed void.

4.12 Exclusive Use Common Areas.

(A) Those balcony areas located in the Common Area designated as "EUCA BA ___ " on the Condominium Plan pursuant to Section 2.01, which provide a balcony area for such Residential Units, are easements appurtenant to each of the respective Units for the exclusive use and enjoyment of the owners and occupants of such Units.

(B) Those deck areas located in the Common Area designated as "EUCA DA ___ " on the Condominium Plan pursuant to Section 2.01, which provide a deck area for such Residential Units, are easements appurtenant to each of the respective Units for the exclusive use and enjoyment of the owners and occupants of such Units.

(C) Those private yard areas located in the Common Area designated as "EUCA PYA " on the Condominium Plan pursuant to Section 2.01, which provide a private yard area for such Residential Units, are easements appurtenant to each of the respective Units for the exclusive use and enjoyment of the owners and occupants of such Units.

(D) The Members shall be responsible for keeping their respective Exclusive Use Common Areas in a neat, clean and sanitary condition. The Association shall be responsible for repairing and maintaining the Common Facilities bounding or underlying the Exclusive Use Common Areas in the manner provided in Sections 8.01 and 8.03 below.

(E) No use may be made of any Exclusive Use Common Area other than those described herein.

4.13 Drainage System; Maintenance. The storm drain system located in the Common Area of the Development shall be maintained by the Association and the costs thereof shall be included in the Association's budget for assessment against the Condominiums as provided in Article VI. Included in the foregoing is the requirement that storm drain water interceptors and other storm water pollution devices be maintained and replaced in accordance with the schedules and provisions of the operations and maintenance procedure plan approved by the City of Carpinteria. Further, the Association shall regularly clean all catch basins and permeable paver areas.

4.14 Easements Reserved and Granted. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in the first deed by Declarant to any Condominium, and shall henceforth be deemed covenants running with the land for use and benefit of the Condominiums.

4.15 License. The Association may license portions of the Common Area to a Member in a manner consistent with Civil Code Section 4600 provided among other things that the license should be in writing and that (a) the license is revocable at will by either party upon five (5) days written notice to the other party in a manner set forth in Exhibit "C" attached hereto; (b) the Member maintains such Common Area; (c) the Member defends, indemnifies and holds the Association harmless against any claim arising out of the use of such portion of the Common Area; and (d) upon termination of the license such Common Area shall be restored by the licensee-Member to its condition as existing upon the grant of the license or as directed by the Board provided that the latter is not of greater cost than restoring such area to its preexisting condition.

4.16 Conditions of Approval. The Members acknowledge, accept and agree that the Development is subject to certain conditions of approval imposed by the City of Carpinteria pursuant to Resolution No. PC-18-006 adopted by the Planning Commission of the City of Carpinteria on June 4, 2018 and on file with said City. The Board of Directors shall enforce the provisions of this Declaration in a manner consistent with such conditions and the City of Carpinteria Municipal Code and shall designate the President to be the liaison to the City of Carpinteria for purposes of maintaining the Development in compliance with the conditions and/or the City of Carpinteria Municipal Code. The Association and its Members shall succeed to the rights and privileges, duties and obligations set forth in the Resolution. Neither the Association nor any Members shall modify or alter said Resolution PC-18-006 without the prior written consent of the City of Carpinteria. The Members are advised to refer to the actual Resolution for a further understanding of the terms and conditions of each such document.

4.17 Parking. There are a total of seven (7) parking spaces in the Development, including:

(A) A total of six (6) covered parking spaces included in the Garage Area airspace element serving the Residential Units designated "GA____" as shown on the Condominium Plan.

(B) A total of one (1) covered parking space in the Development. The owners acknowledge and agree that the one (1) open parking space is for use of guests, invitees, visitors of the owners and occupants of the Units and are not for use by the owners or occupants themselves.

(C) Unless otherwise approved by the City of Carpinteria, the seven (7) parking spaces as described in sub-sections (A) and (B), above, shall be maintained in a manner consistent with the approved building plans on file with the City of Carpinteria for the life of the project.

ARTICLE V

Uses of the Property

5.01 Residential Use; Obligation to Rebuild. The Real Property included within the Development is hereby restricted to residential use. No building or structure shall be erected or placed, temporarily or permanently, upon the Real Property other than buildings and structures bounding the Residential Units that are substantially the same as those originally erected by Declarant, and the Common Facilities used in connection therewith. If any building or structure bounding one or more Residential Units or any Common Facility is damaged or destroyed by fire or other casualty, the Association shall in accordance with the provisions of Article VII below reconstruct the same substantially in accordance with the original plans and specifications, so that the exterior appearance resembles that existing prior to the damage or destruction.

Declarant shall have the right to designate, from time to time, and use, one or more Condominiums owned or leased by Declarant for model homes and sales offices in the Development. This right shall terminate upon sale of the last Condominium in the Development by Declarant.

5.02 Restriction on Use. The Real Property shall be subject to the following restrictions:

(A) Each Condominium shall be used as a residence for a single family in compliance with applicable zoning regulations. The number of persons residing in a Residential Unit shall not exceed two (2) persons per bedroom, plus one (1) extra occupant. Guests may visit the Residential Units, but shall not reside in the Residential Units. For purposes hereof, a visit shall be considered a period not to exceed forty-five (45) days in any calendar year.

(B) Condominiums shall not be used, either directly or indirectly, for any business, commercial, manufacturing, mercantile or other non-residential purpose by any Member or occupant of any Condominium, or by any family member, guest, employee, agent or invitee of any Member or occupant of any Condominium, unless such use is specifically authorized by applicable law, or:

(a) Does not involve any visible signs of commercial use apparent from outside the "LA" airspace element (Living Area) of such Condominium;

(b) Does not involve any regular conspicuous business activity;

(c) Does not involve regular deliveries or pick-ups to or from the Condominium or any part of the Development,

(d) Is conducted solely within the confines of the "LA" airspace element (Living Area) of such Condominium;

(e) Does not normally involve customers, clients or patients visiting the Condominium or any part of the Development;

(f) Does not otherwise interfere with the residential nature or character of the Development or the quiet enjoyment of any Member or occupant of any other Condominium; and

(g) Is in compliance with all zoning, labor, business and other applicable local, county, state and federal ordinances, codes, statutes and regulations.

If and when any non-residential use of a Condominium is declared, by the Board, to be in violation of this subsection (B), such non-residential use shall be discontinued immediately, or as otherwise determined by the Board, and shall not be resumed without prior written authorization from the Board.

(C) No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Development, except that aquatic animals kept within an aquarium (an "Aquarium") and/or domesticated dogs, cats, birds or other animals, as agreed to by the Board (collectively referred to hereinafter as "Pets"), may be kept in a Residential Unit if they are not kept, bred or maintained for any commercial purposes and if they do not become a nuisance to other Members or occupants in the Development. If and when any Aquarium or Pet is declared to be a nuisance by the Board, it shall be removed from the Development immediately or as otherwise determined by the Board. The owners of Pets shall be responsible for the cleanup of any litter left by such Pets in the Common Area. Dogs shall be kept on a leash when in the Common Area. The foregoing notwithstanding, no more than one (1) Aquarium and one (1) such Pet may be kept in any Condominium.

(D) No commercial advertising signs, billboards or unsightly objects shall be erected on the Development, except that a sign of customary and reasonable dimensions may be used for the sole purpose of advertising for sale or lease any Condominium. This provision shall not be applicable to Declarant.

Pursuant to Civil Code Section 4705, one (1) flag of the United States, made of fabric, cloth or paper may be displayed from a staff or pole within a Residential Unit or in the window of a Residential Unit. Other noncommercial signs, posters, flags or banners may be displayed as permitted under Section 4710 of the Civil Code. Non-commercial signs and posters shall not

exceed nine (9) square feet in size, and non-commercial flags or banners shall not be more than fifteen (15) square feet in size.

(E) No obnoxious or offensive activity, including but not limited to repair and restoration of automobiles or other motorized vehicles, shall be carried on upon any portion of the Development, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Members, occupants, or to the neighborhood or which shall increase the rate of insurance on any adjacent Residential Unit, Common Area or Common Facility.

(F) No clothesline, drying rack, storage pile or other unsightly object shall be maintained on the Development, except that clotheslines and drying racks may be permitted in the Deck Area or Private Yard Area of a Residential Unit subject to reasonable restrictions that may be imposed by the Board as provided in Civil Code Section 4750.10. All rubbish, trash or refuse shall be deposited at a location provided for each Residential Unit, or at such other location as may be designated from time to time by the Board. Woodpiles may be maintained by Members or occupants on the Deck Area or Private Yard Area of a Residential Unit, provided they are clean and attractive in appearance as determined by the Board.

(G) All driveways, sidewalks, entries and passages outside of the Residential Units shall remain unobstructed and shall not be used for purposes other than ingress and egress to and from the Residential Units, except that parking spaces designated by the Board may be used for parking vehicles.

(H) With the exception of propane tanks used in barbeque equipment, no tank or other receptacle for the storage of gas or flammable liquid shall be installed upon or in the Development unless such installation is done by Declarant, the Association or has been approved by the Board.

(I) No boat, trailer, mobile home, recreational vehicle, truck having a carrying capacity of greater than one-half (1/2) ton, van having a seating capacity in excess of eight (8) persons, or similar equipment shall be parked or kept within the Development.

(J) The occupants of each Condominium shall have not more than a total of two (2) automobiles or other motorized vehicles customarily used for general transportation within the Development at any one time. All such vehicles shall be maintained in running order. No noisy or smoky vehicles shall be kept or operated in the Development. No unlicensed motor vehicles shall be kept or operated in the Development. The Association may establish rules and regulations from time to time for the parking of such vehicles in the Development.

(K) No awnings, sunshades or screen doors, other than those originally installed, shall be installed without the prior written approval of the Board. All window coverings visible from the exterior of the buildings shall be of a neutral tone and of material approved by the Board.

(L) No roofs shall be erected over any Deck Area, Private Yard Area, and any fence (including any supplemental apparatus attached thereto) surrounding any Deck Area shall not be greater than six (6) feet in height, without the prior written approval of the Board and the

City of Carpinteria. No hot tub, whirlpool spa, Jacuzzi, or similar equipment of any kind shall be installed on any Deck Area or Balcony Area without the prior written approval of the Board.

(M) No fence, statuary or structure of any kind shall be installed or erected in or upon any Common Area or any Common Facility without the prior written approval of the Board.

(N) No exterior radio antenna shall be used or installed in the Development. No exterior video or television antenna (including a satellite dish) that has a diameter or diagonal measurement of more than thirty-six (36) inches shall be used or installed in the Development. A video or television antenna (including a satellite dish) that has a diameter or diagonal measurement of thirty-six (36) inches or less may be used and installed by a Member in his/her Condominium, provided that the antenna or satellite dish is not visible from any street and is screened from view from the other Residential Units, Common Area, Exclusive Use Common Areas or Common Facilities, provided that such screening does not unreasonably interfere with signal strength or cost an unreasonable amount of money. The Board may establish reasonable restrictions on the installation of video and television antennae (including satellite dishes) that have a diameter of thirty-six (36) inches or less consistent with the foregoing and with Civil Code Section 4725.

(O) A landscaping plan for the Development (the "Landscape Plan") has been submitted to and approved by the Architectural Board of Review of the City of Carpinteria ("ABR"). The Association shall landscape and maintain the Common Area and Common Facilities in accordance with the approved Landscape Plan and in accordance with Civil Code Section 4735.

(P) No plants or other landscaping improvement, other than those installed and maintained by the Association, shall be planted, installed or maintained in the Common Area or any Common Facilities, without the prior written approval of the Board.

(Q) Bicycles shall be parked and stored within the Residential Units and not in the Common Area or Common Facilities of the Development.

(R) Garages shall be used only for parking those vehicles referred to in subsection (J) above and limited storage, which does not interfere with parking by the number of such vehicles for which the garage was originally designed, and shall not be converted for living or recreational activities. Garage doors shall remain closed except when occupants are entering, leaving or working in or around their garages.

(S) No exterior carpeting, mats or similar materials that trap moisture below them shall be located on any Balcony or Deck Area in the Development. Similarly, no plants or similar vegetation shall be located on any Balcony or Deck Area in the Development, unless placed in pots or other containers that allow sufficient airflow between the bottom of the pot and the surface of the Balcony or Deck Area, so as to prevent water damage or dry rot from occurring on the Balcony or Deck Common Area, structure, or improvements adjacent to the Balcony or Deck Area.

(T) Exterior lighting shall be low level and directed in such a manner that direct lighting or glare will affect neither adjacent properties nor public streets or walkways.

(U) The Association may impose reasonable restrictions on the installation, maintenance e, repair, replacement, removal and use of electric vehicle charging stations in the Development, in a manner consistent with the provisions of Civil Code Section 4745; provided that the Association may not effectively prohibit or unreasonably restrict the installation or use of an electric vehicle charging station.

5.03 Leases. No Member is permitted to lease all or any portion of any Condominium for transient or hotel purposes. No Member may lease less than an entire Condominium, without the prior written consent of the Board. Any lease of any Condominium shall provide that, in all respects, such lease is subject to the provisions of the Management Documents. Such lease shall further provide that any failure by the lessee to comply with the terms of the Management Documents shall be a default under the lease. All leases and rental agreements of Condominiums shall be in writing and shall be for a term of thirty (30) days or more. Any Member leasing or renting any Condominium shall notify the Board in writing of: (i) the names and telephone numbers of all persons occupying such Condominium; (ii) the address where such Member resides, if not within the Development and the Member's telephone number; and (iii) the date the Member acquired title to his/her Condominium. Notwithstanding any agreement between any Member and any prospective tenant to the contrary, the leasing or rental of any Condominium shall not operate to relieve the Member thereof of the primary responsibility for compliance with all provisions of the Management Documents, including the payment of all charges and assessments. In the event the provisions of this Section 5.03 are later amended to prohibit such rentals or leases, no such amendment shall be effective as to any Member who acquired title to his/her Condominium prior to the date of such amendment, except as otherwise provided in Civil Code Section 4740.

ARTICLE VI

Assessments and Liens

6.01 Assessment Power. Each Condominium within the Development and the improvements thereon, except such improvements as are owned by the Association, shall be subject to general and special assessments and Liens to secure their payment. The Association, by the Board, shall have the sole authority to fix and establish the amounts of the general assessments provided for in this Declaration and the amounts of such interest, costs and late charges for the late payment or nonpayment thereof. The power of assessment shall vest on the first (1st) day of the month following the first (1st) conveyance of a Condominium. The Association shall not impose or collect an assessment or fee that exceeds the amount necessary to defray the costs for which it is levied.

6.02 General Assessments. General assessments shall be fixed and established annually or more often by the Board and shall be collected monthly by the Association, as follows:

(A) **Budget; General.** By resolution duly adopted, the Board shall have in effect at all times an operating budget setting forth the cash requirements and reserves for future maintenance or contingencies reasonably necessary and proper for the management, operation, maintenance, care and improvement of the Development in accordance with the provisions of the Management Documents. Except as otherwise provided below, the Board may modify any budget at any time by resolution to meet changed circumstances or unforeseen events.

(B) **Annual Budget.** The Board shall, at a regular or special meeting held during the month of October of each year or at such other time as may be designated by the Board, make its estimate of cash requirements and reserves for the ensuing calendar year. Following the estimation of cash requirements and reserves, the Board shall prepare an annual budget for the ensuing calendar year based thereon and shall distribute the budget not less than thirty (30) days and not more than ninety (90) days prior to the beginning of the calendar year as provided in Section 7.03 of the Bylaws. If the Board elects a fiscal year other than the calendar year, such estimate shall be made at least two (2) months prior to the beginning of that fiscal year, and the annual budget for the ensuing fiscal year shall be prepared and distributed to the Members as set forth above.

(C) **General Assessments.** Subject to the terms of subsection (D) below, the Board may from time to time, by resolution, set general assessments based upon duly adopted budgets as provided above or modify any budget previously made and raise or lower the amount previously estimated as the cash requirements and reserves of the Association for all or part of a year. The Board may raise or lower the amount of the general assessment to correspond to such revised budget, provided that no such determination by the Board shall have any retroactive effect on the amount of assessment payable by any Member for any period elapsed prior to the date of such determination. Such estimate of cash requirements and reserves shall be apportioned among all the Condominiums as provided herein, and the sum allocable to each Condominium shall be the general assessment against such Condominium for the ensuing calendar year or other period.

(D) **Limit on Increased Assessments.**

(a) Annual increases in general assessments for any fiscal year shall not be imposed unless the Board has complied with Section 5605(a) of the Civil Code;

(b) The Board may not impose a general assessment hereunder which is more than twenty percent (20%) greater than the general assessment for the immediately preceding fiscal year without the vote or written consent of Members constituting a quorum of the Voting Power of the Association casting a majority of the votes, pursuant to Civil Code Section 5605(b). For purposes hereof, a quorum shall mean two-thirds (2/3rds) of the Voting Power of the Association. Any vote of the Members as set forth above shall be conducted in accordance procedures set forth in Civil Code Section 5100 *et seq*.

(E) **Apportionment of Assessment.** The general assessments shall be apportioned among the Condominiums as follows:

(a) Those allocations set forth in the Association's budget for roof reserves, painting reserves, and reserves for wood-destroying pests or organisms applicable to the Common Facilities bounding the Residential Units, Exclusive Use Common Areas, all Risk Hazard Insurance, earthquake insurance (if any), and flood insurance (if any) shall be apportioned among the Condominiums upon the basis of the ratio of the square footage of the floor area of the "LA" airspace element (Living Area) of the Condominium to be assessed to the total square footage of floor area of all the "LA" airspace elements (Living Areas) of all Condominiums. For purposes of this subsection (a), the square footage of the "LA" airspace elements (Living Areas)

of the Condominiums (as shown on the Condominium Plan) are more particularly described in Section 2.02 above;

(b) All other allocations set forth in the Association's budget shall be apportioned equally among the Condominiums.

(F) **Payment.** The general assessments shall be collected on a monthly basis, due on the first (1st) of the month to which such assessment pertains.

(G) **First Assessments.** The notice provisions of Section 6.05(A) below notwithstanding, assessments on all Condominiums shall commence on the first (1st) day of the month following the first (1st) conveyance of a Condominium in an amount per month equal to that set forth in the initial budget for the Association prepared by Declarant until the Board, at any meeting thereafter legally held, shall determine, by resolution, a change in the amount of the assessment and the first date for payment of such changed assessment

(H) **Obligations of Declarant and Members.** A regular or special assessment and any late charges, reasonable fees and costs of collection, reasonable attorney's fees, if any, and interest, if any, shall be a debt of the owner of the Condominium at the time the assessment or other sums are levied in the manner set forth in Civil Code Section 5650(a). Declarant, for each Condominium, hereby covenants, and each Member, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees: (1) to pay to the Association general assessments and charges and special assessments for purposes permitted herein; and (2) to allow the Association to enforce any Lien established hereunder by nonjudicial proceedings under a power of sale or by any other means authorized by law. Neither Declarant nor any Member may exempt himself/herself from liability for his/her contributions towards the common expenses of the Association by waiver of the use or enjoyment of any Common Area or Common Facilities, or by the abandonment of his/her Condominium. The foregoing notwithstanding any Member (including Declarant) shall be exempt from the payment of that portion of any general or special assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of a Common Facility that is not complete at the time the assessments commence.

6.03 Special Assessments. A special assessment is an assessment to reimburse the Association for expenses incurred, or to be incurred, which are not ordinarily included in the annual estimate of expenses referred to in Section 6.02 above. They may be levied as follows:

(A) **Purpose.** The Association shall have the right to impose special assessments for the following purposes:

(a) To collect such sums due from Members under Sections 4.10 (Utilities), 6.11 (Taxes), 7.08(B) (Deductibles), 7.10(B) (Insufficient Insurance), 7.10(G) (Damage to Common Facilities Other Than Structures Bounding Residential Units), 8.05 (Common Area Damage, Unit Damage, and Unit Maintenance), 12.10 (Mechanics Liens) and 12.11(A) (Enforcement) herein;

(b) To defray the cost of any construction or reconstruction project, unexpected repair or replacement of any Common Facilities or any other capital improvement in the Common Area, not covered by the provisions of Article VII below;

(c) To collect a monetary penalty imposed by the Board in accordance with the Bylaws as a disciplinary measure for failure of a Member to comply with the Management Documents;

(d) To reimburse the Association for costs incurred by the Association in the repair of damage to the Common Area or Common Facilities caused by a Member, his/her guests or tenants;

(e) To defray the cost of any additional improvement in the Common Area or Common Facilities, not in existence on the date of this Declaration, and which Declarant is not otherwise obligated to complete; or

(f) To restore funds to the Association's reserve account pursuant to Section 7.05 of the Bylaws.

(g) To defray the cost for unexpected operating or other costs or for such other purposes as the Board in its discretion considers appropriate.

(B) **Limit.** The Board may not levy special assessments under subsections (A)(b), (A)(e) and (A)(g) above, which in the aggregate, exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, without the vote or written consent of Members constituting a quorum of the Voting Power of the Association casting a majority of the votes pursuant to Civil Code Section 5606(b). For purposes hereof a quorum shall mean two-thirds (2/3rds) of the Voting Power of the Association. Special assessments shall be due and payable on the first day of the month following their levy unless otherwise determined by the Board.

Any vote of the Members as set forth above shall be conducted in accordance with the procedures set forth in Civil Code Section 5100 *et seq*.

(C) **Apportionment.** Any special assessment levied pursuant to the provisions of Section 7.10(B) below, shall be levied upon the basis of the ratio of the square footage of the floor area of the Residential Unit to be assessed to the total square footage of floor area of all such Residential Units to be assessed. Any other special assessment, which is levied against all Condominiums, shall be apportioned among all the Condominiums as provided in Section 6.02(E) above.

6.04 Emergency Situations. Despite the provisions of Sections 6.02(D) and 6.03(B) above, the Board may increase or levy general and/or special assessments necessary for emergency situations. For the purposes of this Section 6.04, an emergency situation is any one of the following:

(A) An extraordinary expense required by court order;

(B) An extraordinary expense necessary to repair or maintain the Development, or any part of it for which the Association is responsible, where a threat to safety of persons is discovered; or

(C) Repairs to, or maintenance of, the Development that could not have been reasonably foreseen in preparing the budget. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the Members with the notice of assessment.

6.05 Notice of Assessments; Increase in Assessments.

(A) Notice of the amount of any general or special assessment imposed by the Association shall be mailed to each Member by individual delivery not less than thirty (30) days prior to the date the assessment or charge becomes due and payable.

(B) The Association shall provide notice by individual delivery to each Member of any increase in the general or special assessments of the Association, not less than thirty (30) nor more than sixty (60) days prior to the increased assessment becoming due.

6.06 Default; Late Charge; Interest. Fifteen (15) days after any general or special assessment is due and payable by a Member, but remains unpaid or not otherwise satisfied, it shall be and become delinquent and shall so continue until the amount of the assessment, together with all costs, late charges and interest as herein provided, have been fully paid or otherwise satisfied. The Board may establish a reasonable charge for late payment of any assessment to defray the additional administration costs a late payment may cause, subject to the limitations as set forth in Civil Code Section 5650, which currently provides that a late charge shall not exceed ten percent (10%) of the delinquent assessment or Ten Dollars ($10.00), whichever is greater. Such late charges may be imposed at any time after any assessment has become delinquent. Interest shall accrue at the rate of twelve percent (12%) per annum upon all unpaid assessments commencing thirty (30) days after the assessment becomes due.

6.07 Pre-Lien Notice; Payment Plans; Dispute Resolution. At any time after any general or special assessment against a Condominium has become delinquent, the Association may record a lien for delinquent assessments (a "Lien") as to such Condominium; provided, however, that at least thirty (30) days before recording the Lien, the Association shall have provided the owner of such Condominium, in writing, by certified mail, all of the information required pursuant to California Civil Code Section 5660 ("Pre-Lien Notice"). Pursuant to Civil Code Section 5665, a Member may submit a written request to meet with the Board to discuss a payment plan for the delinquency. The Association shall provide Members with the standards for payment plans, if any exist. If so requested by the Member, the Board shall meet with the Member in executive session within forty-five (45) days of the date of the postmark of the Member's notice. If there is no regularly scheduled Board meeting within that period, the Board may designate a committee of one or more members to meet with the Member. Prior to recording a lien for delinquent assessments, the Association shall offer the Member, and if so requested by the Member, to participate in dispute resolution in the manner set forth in Civil Code Section 5670.

The foregoing notwithstanding, a monetary penalty imposed by the Association, pursuant to Section 6.03(A)(c), except for the late payments, may not be characterized nor treated in the Management Documents as an assessment that may become a Lien against the Member's Condominium enforceable by the sale of the interest under Civil Code Sections 2924, 2924(b) and 2924(c).

6.08 Lien for Delinquent Assessments. Except as otherwise provided in Section 6.07 above, on or after thirty (30) days from the delivery of a Pre-Lien Notice, as described in Section 6.07 above, the Association may record a Lien as to such Condominium.

(A) Immediately upon the recording of a Lien, the amount of the delinquent assessments, plus any costs of collection, late charges, and interest assessed in accordance with California Civil Code Section 5650, shall become a Lien on the Member's Condominium, which Lien shall continue until the amount of such delinquency and the interest, costs and late charges accrued thereon have been fully paid or otherwise satisfied or the Lien foreclosed as provided therein. The recorded Lien shall include all information required pursuant to California Civil Code Section 5675.

(B) Such Lien shall be signed by an Officer and a copy thereof shall be mailed, by certified mail, to every person whose name is shown as an owner of the Condominium no later than ten (10) calendar days after recordation. The decision to record a Lien shall be made only by the Board and may not be delegated to any agent of the Association. The Board shall approve the decision by a majority vote of the Directors in an open meeting of the Board. The Board shall record the vote in the minutes of that meeting.

(C) In addition to the requirements of this Section 6.08, notice of a recorded Lien shall be served by the Association on the owner's legal representative, if any, in accordance with the manner of service of summons described in Article 3 (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the California Code of Civil Procedure.

(D) Upon receipt of a written request by a Member identifying a secondary address for purposes of collection notices, the Association shall send additional copies of any notices required by this Section 6.08 to the secondary address provided. The Association shall notify Members of their right to submit secondary addresses to the Association, at the time the association issues the pro forma operating budget pursuant to California Civil Code Section 5300. A Member's request identifying a secondary address for purposes of collection notices shall be in writing and shall be mailed to the Association in a manner provided in Civil Code Section 4035 (see Exhibit "C"). The Member may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

(E) Any payments received shall first be applied to the assessments owing, and then to the fees and costs of collection, attorneys' fees, late charges and interest. When a Member makes a payment, he/she may request a receipt, and the Association shall provide it. The receipt shall indicate the date of payment and the person who received it.

(F) Within twenty-one (21) days of the payment of the sums specified in a recorded Lien, or upon other satisfaction thereof, the Association shall record, or cause to be recorded, a Lien release or notice of rescission and provide the Member with a copy of the Lien release or notice that the delinquent assessment has been satisfied.

(G) If it is determined that a Lien previously recorded against the Condominium was recorded in error, the party who recorded the Lien shall, within 21 calendar days, record or cause to be recorded in the Office of the County Recorder in which the notice of delinquent assessment is recorded a lien release or notice of rescission and provide the owner of the Condominium with a declaration that the Lien filing or recording was in error and copy of the lien release or notice of rescission.

If it is determined that the Association has recorded a Lien for a delinquent assessment in error, the Association shall promptly reverse all late charges, fees, interest, attorney's fees, costs of collection, costs imposed for the notice prescribed in Civil Code Section 5660, and costs of recordation and release of the Lien authorized under subdivision (b) of Civil Code Section 5720, and pay all costs related to any related dispute resolution or alternative dispute resolution.

If the Association fails to comply with the procedures set forth in this Article, the Association shall prior to recording a lien, recommence the required notice process. Any costs associated with recommencing the notice process shall be borne by the Association and not by the Member.

6.09 Enforcement of Lien; Attorneys' Fees.

(A) Except as otherwise provided in Subsection (C) below or in Civil Code Section 5700, each Lien created pursuant to the provisions of this Declaration may be enforced in any manner permitted by law, including sale by the court, the Association, the trustee or other person authorized to make the sale after the expiration of thirty (30) days following recording of the Lien; provided, however, that, pursuant to Civil Code Section 5720, a Lien in an amount less than One Thousand, Eight Hundred Dollars ($1,800.00), not including any accelerated assessments, late charges, fees and costs of collection, attorneys' fees, or interest, may not be enforced through judicial or nonjudicial foreclosure until: (i) the amount of the delinquent assessments secured by the Lien, exclusive of any accelerated assessments, late charges, fees and costs of collection, attorneys' fees, or interest, equals or exceeds One Thousand, Eight Hundred Dollars ($1,800.00); or (ii) the assessments secured by the Lien are more than twelve (12) months delinquent.

(B) The decision to initiate foreclosure of a Lien for delinquent assessments that has been validly recorded shall be made only by the Board and may not be delegated to any agent of the Association. The Board shall approve the decision by a majority vote of the Directors in an executive session. The Board shall record the vote in the minutes of the next meeting of the Board open to all Members. The Board shall maintain the confidentiality of the owner of the Condominium subject to foreclosure by identifying the matter in the minutes by the parcel number of the property, rather than the name of the Member. A Board vote to approve foreclosure of a Lien shall take place at least thirty (30) days prior to any public sale. The Association shall notify

the Member by personal service if the Board votes to foreclose on the Condominium in the manner set forth in Civil Code Section 5705(d).

(C) Prior to initiating foreclosure of a Lien the Association shall offer the Member and, if so requested by the Member, participate in dispute resolution procedures as described in Section 5705(b) of the Civil Code.

(D) The sale of a Condominium pursuant to this Section 6.09 may be conducted in accordance with the provisions of Sections 2924, 2924(b), 2924(c) and 2934(a) of the California Civil Code, or in any other manner permitted by law. The Association may bring separate legal action to collect delinquent assessments without foreclosing such Lien. In any action to collect delinquent assessments or to foreclose any Lien, the Association shall be entitled to costs, including reasonable attorneys' fees as determined by a court of competent jurisdiction, interest, and such late charges for delinquent assessments as shall have been established by the Board. The personal obligation for delinquent assessments shall not pass to a Member's successor in title unless expressly assumed by him/her.

(E) A nonjudicial foreclosure by the Association to collect upon a debt for delinquent assessments shall be subject to a right of redemption pursuant to California Civil Code Section 5715(b). The redemption period within which a Condominium may be redeemed from a foreclosure sale by the Member will end ninety (90) days after the sale.

(F) To facilitate collection of assessments, fees and charges, the Association may record a statement of relevant information pursuant to Civil Code Section 4210.

6.10 Priority of Assessment Liens; Subordination. Sale or transfer of any Condominium shall not affect the assessment Lien. However, the Lien of the assessments provided for herein, including interest and costs (including attorneys' fees), shall be subordinate to the lien of any prior recorded First Mortgage upon the Condominium. Accordingly, the sale or transfer of any Condominium pursuant to judicial or nonjudicial foreclosure of a First Mortgage shall extinguish the Lien of such assessments as to payments which became due prior to such sale or transfer. However, a First Mortgagee who obtains title to a Condominium, pursuant to a judicial or non-judicial foreclosure shall be liable for up to six (6) months of the Condominium's share of the unpaid, regularly budgeted common expenses or assessments by the Association chargeable to such Condominium which became due prior to the acquisition of title to such Condominium by such First Mortgagee. If the Association's Lien priority includes costs of collecting the unpaid assessments, the Mortgagee will also be liable for any fees or costs related to the collection of the unpaid assessments. No sale or transfer shall relieve such Condominium from Liens for any assessments thereafter becoming due.

6.11 Payment of Taxes. The Association shall have the right, to the extent not paid by the Members, to pay all real property taxes and assessments levied upon any part or portion of the Development by a duly authorized governmental or quasi-governmental authority. The Association shall have the right to impose a special assessment and Lien against such portion of the Development for the amount paid by the Association pursuant to the right given by this Section 6.11. Such assessment and Lien imposed by the Association shall be enforced as provided in this Article VI.

6.12 ***Statutory Compliance.*** It is the intent of Declarant that the above provisions relating to prior notice, recordation and foreclosure of Liens against Condominiums in the Development be in compliance with applicable provisions and requirements of the Davis-Stirling Common Interest Development Act and other applicable statutes and regulations of the State of California. However, such statutory requirements are subject to change and the Board and Members should regularly refer to such authorities (in particular Chapter 8 of Part 5 of Division 4 of the California Civil Code, commencing with Section 5600) when providing Pre-Lien Notices, and when recording or foreclosing Liens on any Condominium in connection with such delinquent assessments, in order to ensure that all such notices, recorded Liens and procedures relating to such Liens are in full compliance with applicable law.

6.13 ***Alternate Legal Action; Settlement.*** Nothing in this Article VI shall prohibit the Association from pursuing available legal remedies against any Member to recover sums specified in a Pre-Lien Notice or sums for which a Lien is created, or from taking a deed in lieu of foreclosure.

ARTICLE VII

Insurance; Destruction of Improvements

7.01 ***General Insurance Requirements.*** All insurance policies that the Association purchases shall be maintained in force at all times and the Association shall pay the premiums out of the general assessment fund. Except as otherwise determined by the Board, the insurance policies written by an insurer admitted or not admitted in the State of California must have a rating of A- IX or better in the most recently published A.M. Best's Rating Guide. The policy or policies shall name the Association as the first named insured. All insurance forms and policies may be Insurance Services Office (ISO) forms and policies or equivalent.

7.02 ***Liability Insurance.*** Commercial general liability insurance shall be purchased by the Association as promptly as possibly following the Organizational Meeting of Members pursuant to Section 4.03 of the Bylaws. Until then, such insurance shall be procured by Declarant. The policy or policies shall name the Association as the insured. Declarant shall be named as an additional insured on such policy or policies until such time as Declarant conveys all of the Condominiums in the Development. The policy or policies shall: (A) insure against any liability incidental to the ownership and/or use of the Common Area, Exclusive Use Common Areas and Common Facilities; (B) include contractual exposures of the Association and the Board; and (C) include "severability of interest" in its terms (or a specific endorsement to preclude the insurer's denial of the claim of any Member because of negligent acts of the Association or of any other Member). The limits of commercial general liability and property damage insurance required by this Section 7.02 shall be as determined by the board, but shall be not less than Two Million dollars ($2,000,000.00), covering all claims for death, personal injury and property damage arising out of a single occurrence, or such higher amount as may be required under Civil Code Section 5805 to protect the Association and Members against certain claims of civil liability. Unless otherwise determined by the Board, such insurance shall be on an occurrence basis and include a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured.

*7.03 **Excess or Umbrella Liability.*** The Association may purchase an Excess or Umbrella policy to satisfy the above general and automobile liability limits or provide for higher liability limits as the Board shall determine.

*7.04 **Directors and Officers Liability Insurance.*** The Association shall purchase Directors and Officers liability insurance in an amount determined by the Board but not less than Five Hundred Thousand Dollars ($500,000.00), or such higher amount as may be required under Civil Code Section 5800, or as otherwise determined by the Board.

*7.05 **Workers Compensation.*** The Association shall purchase Workers' Compensation insurance to the extent required by law respecting employees of the Association

*7.06 **Property Insurance.***

(A) The Association shall purchase a property policy or policies of insurance that covers the Common Facilities and other insurable improvements in the Common Area but excluding underground utilities, as promptly as possible following the Organizational Meeting of Members pursuant to Section 4.03 of the Bylaws. Until then, such insurance shall be procured by Declarant. Such improvements shall include, among other things, exterior and interior walls and doors, roofs, ceilings, floors, foundations, footings, and surface materials (e.g. paint, wallpaper, carpets, tile and hardwood floors), utility fixtures (including electric and plumbing), built-in cabinets, appliances (such as those used for refrigeration, ventilating, cooking, dishwashing, laundering, security, or housekeeping), heating systems, water heaters, fixtures, pools, and tennis courts, but shall not include any improvements, alterations or upgrades to any of the foregoing, or to the building structure to the extent of any such improvements, alterations, or upgrades. The policy or policies shall also cover business/personal property owned in common by the Association, but excluding any personal property located in the Residential Units. Unless otherwise determined by the Board, such property must be insured for Special Causes of Loss Form, and the per occurrence blanket policy amount shall be an amount equal to one hundred percent (100%) of the full replacement cost of the improvements and personal property at the time of loss. The policy will also include the following coverages: (1) Ordinance and Law Coverage; (2) Replacement Cost of the improvements; (3) Demolition Cost; (4) Increased Cost of Construction with a minimum limit of 150% of the required full replacement cost of the improvements and personal property at the time of the loss; (5) an Agreed Amount endorsement which waives any coinsurance clause contained in the policy; (6) if available, an Inflation Guard endorsement; (7) a Deductible endorsement with the amount of such deductible to be determined by the Board; and (8) Waiver of Subrogation Rights against any insured. The Association will be a named insured as its interests may appear, with a waiver of subrogation clause. The policy or policies shall provide for the issuance of certificates or such endorsements evidencing the insurance as may be required by the respective Mortgagees. Declarant shall be named as an additional insured on such policy or policies until such time as Declarant conveys all of the Condominiums in the Development.

(B) A Member may have other insurance covering the same property as purchased by the Association, but the Association's policy is intended to be primary and not contributory with such other insurance. Any diminution in insurance proceeds from the Association's policy resulting from the existence of such other insurance or failure to have the

proceeds resulting from the existence of such other insurance payable pursuant to the provisions of Section 7.10 below shall be chargeable to the Member who acquired such other insurance, and who shall be liable to the Association to the extent of any such diminution or loss of such proceeds.

7.07 Member's Liability; Upgrades and Contents Insurance. In addition to the Common Area liability insurance covered under Section 7.02 above, a Member may carry such personal liability insurance as the Member may desire. Further, any improvements, alterations or upgrades made by a Member to those improvements insured within a Residential Unit under Section 7.06 above, as well as any personal property of a Member, may be separately insured by such Member. All such property insurance separately purchased by a Member shall contain a waiver of subrogation rights by the carrier as to negligent acts of the Association or Members. **The Association shall have no responsibility whatsoever to secure any insurance for any improvements, alterations or upgrades made within any Residential Unit, or for any personal property of any Member, wherever located. Concurrent with the sale of his/her Condominium, the owners shall disclose to the purchaser all improvements, alterations or upgrades made by the owner to the Condominium or disclosed to the owner by his/her predecessor in title.**

7.08 Other Insurance Coverage; Deductibles; Subrogation; Liability.

(A) **Other Insurance Coverage.** The Association may purchase and maintain in force earthquake, flood and/or tsunami insurance, fidelity bonds, and other insurance or bonds that are necessary or appropriate in the discretion of the Association. Any and all policies purchased by the Association may be combined into one or more blanket or consolidated policies at the Association's discretion.

(B) **Deductibles.** The Board shall determine the amount of deductibles on its policies of insurance and adopt rules and regulations regarding payment of deductibles. Unless the Board determines otherwise, Members responsible for the payment of any deductibles shall pay the amount of the deductible up to an amount not to exceed $5,000 (adjusted annually for inflation from the date of this Declaration). The Association shall pay from Association funds (i) the balance of any deductible for which a Member is responsible that exceeds $5,000 (as adjusted for inflation from the date of this Declaration), and (ii) all deductibles under any insurance claim not otherwise the responsibility of a Member. If insufficient funds are available from the Association's funds or from funds borrowed by the Association in accordance with the Management Documents, the Association shall levy a Special Assessment, in accordance with Section 6.03(A)(1) of this Declaration, with respect to the amount of any such deductible which exceeds funds available to the Association from Association funds or from borrowing.

(C) **Waiver of Subrogation.** Any insurance maintained by the Association shall, if available at commercially reasonable rates as determined by the Board, contain (i) a "waiver of subrogation" as to the Association and its Officers, Directors and owners and occupants of the Units and Mortgagees, and (ii) a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured.

(D) **Liability.** Neither the Association, the Board, nor any managing agent shall be liable for failure to obtain any coverages required by this Article VII, or for any loss or damage resulting from such failure, if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages, in the judgment of the Board, are available but only at unreasonable cost.

7.09 ***Board Appointed Attorney-in-Fact.*** The Board is hereby appointed attorney-in-fact for all Members to negotiation loss adjustments on the policies carried under Sections 7.02, 7.06 and 7.08 above.

7.10 ***Damage or Destruction.***

(A) **Segregation of Funds; Obligation to Rebuild.** If any Common Facility bounding any Residential Unit and/or Exclusive Use Common Area and other improvements insured under Sections 7.06 or 7.08(A) above are damaged or destroyed by a peril covered by the Association's property insurance policy as provided in Sections 7.06 or 7.08(A), all insurance proceeds paid in satisfaction of claims for such losses shall be paid to the Association as trustee for the Members and for the encumbrancers as their interests may appear. The Members shall be responsible to the Association pursuant to any necessary special assessment for the costs of repair or reconstruction that are not covered by the Association's insurance policies or is within the deductible amount. The insurance proceeds and the proceeds of any special assessments as hereinafter provided, whether or not subject to liens of Mortgages or deeds of trust, shall be collected and disbursed by the Association through a separate trust account pursuant to the provisions of subsection (C) below. Subject to the provisions of subsections (D) and (E) below, and on behalf of the affected Member(s), the Board, acting through a hired construction consultant, public adjuster or third party administrator, shall (a) obtain bids from one or more reputable contractors licensed in the State of California, whose bids shall set forth in detail the work required to repair, reconstruct or restore the damaged Condominium(s) to substantially the same condition as it/they existed prior to being damaged (or modified as may be required by applicable building codes), and (b) determine the amount of all insurance proceeds available to the Association to effect such repair, reconstruction or restoration. Thereupon, the Association may contract immediately to repair or rebuild the damaged portion of such Condominium(s); provided, however, that before commencement of any demolition or construction, the Association shall procure, and shall maintain in force until completion and acceptance of the work, a Special All Risk Builder's Risk insurance policy insuring the replaced improvements under contract, including soft costs but excluding contractor's, subcontractor's and construction manager's tools and equipment, and property owned by contractor's or subcontractor's employees, with property limits in an amount at least equal to the estimated cost of construction, including soft costs, for all work at the job site, and if required in the contract, in transit or materials while being fabricated at an offsite location.

(B) **Special Assessments.** If any insured loss to a Common Facility Structure bounding any Residential Unit and/or Exclusive Use Common Area or other improvements insured under Sections 7.06 or 7.08(A), above are repaired or reconstructed pursuant to the provisions of this Section 7.10 and there are insufficient funds from the insurance proceeds paid for such damage and the agreed, signed contract price for repairing or rebuilding such improvements, the Board shall levy a special assessment against all Members apportioned as

provided in Section 6.03(C) above. If any Member fails to pay said special assessment within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the general assessment fund, and the Association shall have the same remedies as those provided in Article VI above covering a default of any Member in the payment of assessments.

(C) **Disbursement Procedure.** If the estimated cost of repair or reconstruction of any Common Facility Structure bounding any Residential Unit and/or Exclusive Use Common Area or other improvements insured under Sections 7.06 or 7.08(A), above exceeds the sum of Ten Thousand Dollars ($10,000.00), whether or not all or any part of the cost is covered by the insurance proceeds, the monies deposited in the special trust account referred to above shall be disbursed for the purpose of the repair or reconstruction on the following terms and conditions:

(1) The Board shall obtain the consent and agreement of a majority of the affected First Mortgagees to supervise the progress of repair or reconstruction work and the disbursement of funds in connection therewith.

(2) Thereafter, all insurance proceeds, Association monies allocated for the repair or reconstruction, and any borrowings by the Association for the repair or reconstruction shall be deposited with a commercial lending institution experienced in the disbursement of construction loan funds (the "Depository") as selected by the Board and a majority of First Mortgagees. Funds shall be disbursed in accordance with the normal construction loan practices of the Depository that require as a minimum that the construction consultant, general contractor and architect certify within ten (10) days prior to any disbursement substantially the following:

(a) that all of the work completed as of the date of such request for disbursement has been done in compliance with the approved plans and specifications;

(b) that such disbursement request represents monies which either have been paid by or on behalf of the construction consultant, the general contractor or the architect and/or are justly due to contractors, subcontractors, materialmen, engineers, or other persons (whose name and address shall be stated) who have rendered or furnished certain services or materials for the work and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the respective amounts paid or due to each of those persons in respect of such services and stating the progress of the work up to the date of such certificate;

(c) that the sum then requested to be disbursed plus all sums previously disbursed does not exceed the cost of the work insofar as actually accomplished up to the date of such certificate;

(d) that no part of the cost of the services and materials described in the foregoing sub-paragraph (b) above has been or is being made the basis for the disbursement of any funds in any previous or then pending application;

(e) that the amount held by the Depository, after payment of the amount requested in the pending disbursement request, will be sufficient to pay in full the costs necessary to complete the repair or reconstruction; and,

(f) that mechanics' lien releases have been obtained from those eligible to file lien claims.

(3) If for any reason no such commercial lending institution is willing to act as the Depository, the Association may act as such and shall follow the provision of subsections (a) – (f) above as are reasonably practicable.

(4) No disbursement for the work shall be made without the prior approval of a majority of First Mortgagees, unless pursuant to the provisions set forth in subsection (2) above.

(D) **Election Not to Rebuild.** It is the general intent of subsections (A), (B) and (C) above to assure the repair or reconstruction of any Common Facility Structure bounding a Residential Unit and/or Exclusive Use Common Area or other improvements insured under Sections 7.06 or 7.08(A) above irrespective of the cause of the damage or destruction, or of the adequacy of any insurance proceeds or funds from special assessments. The Association may, however, with the vote or written consent of 100% of the Voting Power of the Association, elect not to repair or rebuild such Common Facility Structure, and other improvements, provided that, in such event, the Board shall have prepared and filed, as promptly as practicable, a map reverting the Real Property to acreage (converting the Development into an unimproved parcel of land), and the entire Development shall be offered for sale and sold forthwith at the highest and best price obtainable, either in its damaged condition, or after all structures have been razed. The net proceeds of such sale and the proceeds, if any, of insurance shall be distributed among the Members and their respective Mortgagees as their interests appear according to the proportionate fair market value of the respective Condominiums immediately prior to the time of the destruction, as determined by independent appraisal pursuant to subsection (H) below. For purposes of effecting such sale, each Member grants to the Association an irrevocable power of attorney to sell the entire Development for the benefit of the Members, to terminate this Declaration, and to dissolve the Association.

(E) **Inability to Rebuild.** If the damage or destruction occurs to all or a portion of any of the Condominiums, and there exists an impossibility or inability to repair or reconstruct all of the damaged Condominiums for reasons beyond the control of the Members, including, but not limited to, zoning restrictions which have been enacted, or geological hazards which have developed, or been discovered, since the date of this Declaration, and the Members do not make the election under subsection (D) above, the following shall occur:

(1) The insurance proceeds payable on account of the Condominiums that cannot be rebuilt shall be disbursed by the Association, first to pay the cost of removing any remaining or destroyed portions of the improvements and complying with all other applicable requirements of governmental agencies, and then unless otherwise provided by law, to or for the benefit of the owners of the Condominiums that cannot be rebuilt in proportion to the actual cash value of their Condominiums immediately preceding the destruction as determined under the Association's insurance policy statement of values and other appropriate documentation/information. Any other funds received by the Association with respect to the Condominium that cannot be rebuilt, such as condemnation proceeds, shall also be disbursed to or for the benefit of such owners in the manner set forth above. All payments to be made hereunder

to or for the benefit of the Owner of a Condominium that cannot be rebuilt shall be paid first to reduce or eliminate the lien of any mortgage, deed of trust or other encumbrance on such Condominium, and only the balance after satisfaction of such lien shall be paid directly to each owner.

(2) Concurrently, the fair market value of the Condominium that cannot be rebuilt, reflecting the impossibility or inability to rebuild such Condominium, shall be determined by independent appraisal pursuant to subsection (H) ("adjusted fair market value").

(3) The Association shall pay to the affected owner(s) of such Condominiums the adjusted fair market value of the Condominiums determined in the manner above set forth. The obligation to pay the adjusted fair market value of the Condominiums shall be allocated equally among the remaining Condominiums. The Association, at its option, may either (a) levy a special assessment against the remaining Condominiums to collect the sums owing to the owner(s) of the Condominiums that cannot be rebuilt, or (b) issue a promissory note to the owner(s) of the Condominiums that cannot be rebuilt. Such promissory note shall bear interest at the minimum rate permitted by law and be fully amortized for a term not to exceed three (3) years. The Board shall collect the funds to repay such promissory notes through one or more special assessments against the remaining Condominiums.

(4) Upon receipt of their respective share of insurance proceeds as provided above, each of the owners of a Condominium that cannot be rebuilt shall convey his/her Condominium to the Association as trustee for the owners of the remaining Condominium and execute such other documents necessary to terminate his/her interest in the Development, including any right he/she may have had to rebuild after damage or destruction.

(5) When all such deeds conveying Condominiums have been recorded, the Board shall convey the totality of such interests in equal shares to the remaining owners of Condominiums to achieve the ultimate result that one hundred percent (100%) of the unbuildable Residential Unit and Common Area will be equally apportioned among the Condominiums of the remaining owners. The Board shall also execute and record all documents and maps, including an amendment to the Condominium Plan, necessary, among other things, to eliminate the airspace formerly occupied by the damaged or destroyed Condominiums.

(F) **Amendment.** Subsections (A), (B), (C), (D) and (E) above may be amended only by an instrument in writing, executed and acknowledged by not less than two-thirds (2/3rds) of the Voting Power of the Association and recorded in the Office of the County Recorder. Such percentages shall include the owners whose Condominiums cannot be rebuilt, if any, or whose Condominiums have suffered damage or destruction, and which have not, at the time of such amendment, been fully repaired or reconstructed.

(G) **Damage to Common Facilities other than Structures Bounding Residential Units.** Upon damage to or destruction by fire or other casualty of all or any portion of a Common Facility other than structures bounding Residential Units, all insurance proceeds paid in satisfaction for claims of said loss and the proceeds of any special assessment as hereinafter provided shall be used by the Board to repair or rebuild the damaged portion of such Common Facility substantially in accordance with the original plans and specifications thereof.

However, within ninety (90) days from the date of such destruction, not less than two-thirds (2/3) of the Voting Power of the Association may determine that such reconstruction shall not take place or that such Common Facility be reconstructed in a manner differing from the original plans and specifications. If there is any deficiency between the insurance proceeds paid for the damage to the Common Facility and the contract price for repairing or rebuilding such Common Facility, the Board shall levy a special assessment against each owner as provided in Section 6.03(A)(a) above. If all or any portion of the insurance proceeds are not devoted to the repair or rebuilding such Common Facility, the unspent balance shall be distributed among the Members and their respective mortgagees as their interests appear according to the proportionate fair market value of the respective Condominiums at the time of the destruction as determined by independent appraisal.

(H) **Appraisal.** Wherever the fair market value or adjusted fair market value of all or any part of the Development is to be independently appraised under this Section 7.10, such appraisal shall be made by a licensed member of the Appraisal Institute ("MAI") appraiser, as chosen by a majority of the Board, or, lacking such a majority, as chosen by a majority of the Voting Power of the Association.

7.11 ***Review of Insurance Coverage and Broker Services.*** The Board periodically (and not less than once every three (3) years) shall review the Association's agent or broker and the Association's insurance policies. The Board shall make changes of their Agent or Broker and/or adjustments to such policies and the terms and conditions thereof as the Board considers, in its discretion, to be in the best interest of the Association. Such periodic review of the Association's insurance policies shall include an appraisal by a qualified appraiser of the current replacement costs of all insured property, unless the Board, in its discretion, is satisfied that the current dollar limit of the policies, coupled with the amount of actual reserves on hand, is equal to or greater than the current replacement costs of the insured property.

7.12 ***Dispute Resolution.*** If a dispute arises among any Member and the Association respecting the provisions of this Article VII, the resolution of such dispute shall proceed in accordance with Section 10.05 below.

ARTICLE VIII

Maintenance, Replacement and Improvement

8.01 Common Area; Common Facilities.

(A) The Common Area and Common Facilities shall be conveyed by Declarant in undivided interests to each Member. All such Common Area, Exclusive Use Common Areas and Common Facilities shall be maintained, repaired, operated, cared for and managed exclusively by the Association, for the benefit and use of the Members, as provided herein.

The Association shall not be liable for damage to any Residential Unit (nor any personal or structural property located therein) caused by any damaged or defective Common Facility or any damaged or defective Common Line, referred to in Section 4.10 above, unless such damage is caused by the recklessness of the Association or the Board, Officers, employees or agents of the

Association. To illustrate the foregoing, the Association shall not be liable for damage to any Residential Unit (nor any personal or structural property located therein) resulting from water which may leak or flow from outside the Residential Unit or from any pipes, drains, conduits, appliances or equipment, or from any other place or cause, unless caused by the recklessness of the Association, the Board, officers, employees or agents of the Association.

(B) The Association shall pay the cost for the repair and maintenance of any Common Facilities damaged by the presence of wood-destroying pests or organisms and may cause the temporary removal of any Member or occupant from the Development for such periods and at such times necessary for the prompt, effective treatment of wood-destroying pests or organisms. If the Association deems it necessary to temporarily remove any Member or occupant from the Development, the Association shall give written notice to such Member or occupant not less than fifteen (15) days, nor more than thirty (30) days, prior to the date of removal in the manner prescribed in Section 4785 of the California Civil Code, as amended. The cost of temporary relocation shall be borne by such Member or occupant, and not by the Association.

8.02 Damage to Common Area or Common Facility. If any Common Area, Exclusive Use Common Area or Common Facility is damaged or destroyed through the act or omission of any Member or his/her guests, members of his/her family, agents, or employees, whether or not such act or omission is negligent or otherwise culpable, the Association shall forthwith proceed to rebuild, repair, or replace it to as good a condition as formerly existed, and the costs thereof shall be reimbursed to the Association by the Member. However, if the repair is covered by insurance carried by the Association, the Association shall make the repair and the Member shall pay any deductible under the insurance policy in the manner set forth in Section 7.08(B). If such responsible Member fails to pay the deductible in a timely manner, the Association shall have the right to do so.

8.03 Exterior Repair and Maintenance of Common Facilities. As part of the Association's responsibility for the repair and maintenance of the Common Area, the Association shall provide exterior repair and maintenance of the Common Facilities and for all other Common Area improvements (including the Common Facilities bounding and/or underlying the Exclusive Use Common Areas as provided in Section 4.12 above) as follows: paint, repair, replace and care for roofs, gutters, down spouts, exterior building surfaces, balcony and deck structures, (including moisture barriers) trees, shrubs, grass, fences, walls, walks, private drives and other exterior improvements. The Association shall cause the structural components (including moisture barriers) comprising all Deck Areas in the Development to be inspected every five (5) years for water damage, dry rot and structural integrity. Such exterior maintenance shall not include the maintenance repair, replacement or cleaning of glass surfaces or the maintenance of any detachable floor covering within the interior of any deck, balcony or patio, the foregoing being the responsibility of the Member. Such exterior maintenance also shall not impose any obligation on the Association to rebuild or replace any damaged or destroyed Residential Unit, irrespective of the cause thereof, such restoration being provided for in Section 7.10 above. The Association shall have the exclusive right to plant and maintain plantings and other improvements on the Common Area (exclusive of portions within private patios and fenced yards). If the need for exterior maintenance or repair is caused by an act of any Member, or by any guest, family member, agent or employee of any Member, whether or not such act is negligent or culpable, then such Member shall pay the cost of such maintenance or repair. If such responsible Member fails to timely

maintain or repair the Common Area or Common Facility, as required in this Section 8.03, the Association shall have the right to do so.

8.04 Member's Repair and Maintenance; Alterations. Except for the repair and maintenance of the exterior, as provided in Section 8.03 above, each Member shall repair and maintain, at his/her own cost and expense, his/her Residential Unit, including the repair, replacement and cleaning of glass surfaces, provided that no Member shall make any alteration, repair or addition to his/her Condominium which would affect its exterior appearance or its structure without the prior written approval of the Board in the manner set forth in Article XII. No Member shall install tiles or other material covering any Deck Area or Private Yard Area that may block, interfere with or alter the drainage portion of any such Deck Area or Private Yard Area. If any Member fails to timely maintain or repair his/her Residential Unit, the Association shall have the right to do so.

8.05 Special Assessment. If the Association undertakes: (A) the rebuilding, repair or replacement of any Common Area or Common Facility, including the payment of any deductible for which a Member is liable pursuant to Section 8.02; (B) the exterior maintenance of the Common Facilities and/or other Common Area improvements, for which a Member is liable pursuant to Section 8.03; or (C) the repair, maintenance, rehabilitation and/or restoration of a Residential Unit (ALT: and Exclusive Use Common Area) for which a Member is liable pursuant to Section 8.04, the Association may recover the cost thereof through a special assessment against the Condominium of the responsible Member pursuant to Section 6.03(A)(a).

8.06 Maintenance Manual.

(A) Declarant shall furnish the Association with a maintenance manual that shall include a schedule of the reasonable works of maintenance that must be performed by the Association in connection with the maintenance of the Common Area, Exclusive Use Common Areas and any Common Facilities. The failure of the Association to follow the maintenance schedule in the manual, as well as commonly accepted maintenance obligations, is an affirmative defense pursuant to California Civil Code Section 945.5(c) to any allegation of potential liability on the part of Declarant for alleged defects in the construction or design of the Common Area, Exclusive Use Common Areas and Common Facilities.

(B) Declarant shall furnish each initial owner of a Condominium with an owner's maintenance manual that shall include a schedule of the reasonable works of maintenance that must be performed by the owner in connection with the maintenance of his/her Residential Unit. Declarant shall also give the Association a copy of this maintenance manual, and, upon request, the Association shall provide any owner a copy of the same. The failure of any owner to follow the maintenance schedule in the manual, as well as commonly accepted maintenance obligations, is an affirmative defense pursuant to California Civil Code Section 945.5(c) to any allegation of potential liability on the part of Declarant for alleged defects in the construction or design of such owner's Residential Unit. Declarant has instructed each first purchaser to deliver the maintenance manual to the subsequent purchaser of his/her respective Residential Unit, and subsequent owners are instructed to deliver the manual to their purchasers.

ARTICLE IX

Condemnation

9.01 Board Appointed Attorney-in-Fact. The Board is hereby appointed as attorney-in-fact for all Members to represent the Members in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or a portion of the Development.

9.02 Sale by Consent. If an action for condemnation of all or a portion of the Development is proposed or threatened by any governmental agency having the right of eminent domain, then upon the written consent of two-third (2/3rds) of the Voting Power of the Association, the Development, or a portion of it, may be sold and conveyed to the condemning authority by the Board, acting as attorney-in-fact for the Members, for a price deemed fair and equitable by the Board. If the requisite number of Members does not consent to a sale of all or a portion of the Development and the condemning authority institutes condemnation proceedings, the court shall fix and determine the condemnation awards.

9.03 Distribution of Sale Proceeds or Condemnation Award.

(A) Upon a total sale or taking of the Development, meaning a sale or taking:

(a) That renders more than fifty percent (50%) of the Condominiums uninhabitable (such determination to be made by the Board in case of a sale and by the court in the case of a taking); or

(b) That renders the Development, as a whole, uneconomic as determined by the vote or written consent of a two-thirds (2/3rds) of the Voting Power of the Association, the right of any Member to partition through legal action, pursuant to Section 4.08 above, shall revive immediately. However, any determination that a sale or taking is total must be made before the proceeds from any sale or award are distributed. The proceeds of any such total sale or taking of the Development, together with the proceeds of any sale pursuant to a partition action, shall be paid to all Members and their respective Mortgagees as their interests may appear, in the proportion that the fair market value of each Condominium bears to the fair market value of all Condominiums in the Development. The fair market value of Condominiums shall be determined as set forth below.

(B) Upon a partial sale or taking of the Development, meaning a sale or taking that is not a total taking as described above, the proceeds from the sale or taking shall be paid or applied in the following order of priority, and any judgment of condemnation shall include the following provisions as part of its terms, as applicable:

(a) To the payment of expenses of the Association in effecting the sale or to any party in any condemnation action to whom such expenses are awarded by the court to be paid from the amount awarded; then

(b) To Members and to their respective Mortgagee(s), as their interest may appear, whose Residential Units have been sold or taken, an amount equal to the aggregate fair market value of each such Condominium as determined below, less such Members' share of the above Association's expenses (which share shall be in proportion to each Member's undivided interest in the Common Area). After such payment, the recipient shall no longer be deemed a Member, and the Association, acting as attorney-in-fact of all Members, shall amend the Tract Map, Development Plan, Condominium Plan, and Management Documents (as necessary) to eliminate from the Development the Condominiums so sold or taken and to adjust the undivided ownership interest of the remaining Members in the Common area based upon the ratio that each remaining Member's undivided interest bears to all the remaining Members' undivided interest in all the Common Area; then

(c) To each remaining Member and to his/her Mortgagee(s), as his/her interests may appear, whose Condominium has been diminished in fair market value as a result of the sale or taking disproportionate to any diminution in fair market value of all Condominiums, as determined below, but as of a date immediately after any announcement of condemnation, in an amount up to the total diminution in value; then

(d) To all remaining Members and to their respective Mortgagees, as their interest may appear, the balance of the sale proceeds or award in proportion to the ratio that the fair market value of each remaining Member's Condominium bears to the fair market value of all remaining Members' Condominiums, as determined below.

9.04 Fair Market Value. Wherever, in this Article IX reference is made to a determination of the fair market value of one or more Condominiums, it shall mean the fair market value of each such Condominium as of a date immediately prior to any announcement of condemnation or other applicable date of value, as determined by an appraisal by an independent appraiser selected by the Association, who shall be a licensed Member of the Appraisal Institute ("MAI") or other nationally recognized appraiser organization and who shall apply its or such other organization's standards in determining the value or fair market value of each such Condominium. The cost of such appraisal shall be paid from the sale proceeds.

ARTICLE X

Repair Issues and Arbitration; Dispute Resolution

10.01 Actions, Disputes Involving Repair Issues.

(A) **Declarant, Construction Participant, Repair Issues Defined.** For the purposes of Sections 10.01 through 10.04 below, the following parties shall be defined as specified below:

(a) ***Declarant.*** "Declarant" shall be defined to include Declarant (as defined in Section 1.11 above), as well as Declarant's officers, directors, shareholders,

principals, managers, members, partners, agents, employees, trustees, successors and assigns, as the case may be.

(b) ***Construction Participant.*** "Construction Participant" shall be defined to include any and all contractors, subcontractors, consultants, suppliers, manufacturers, engineers, architects, analysts, designers or other professionals alleged or believed to have been involved, in any way, with the Development, the Real Property or construction or manufacture of any of the improvements located thereon.

(c) ***Repair Issue.*** "Repair Issue" shall be defined as any deficiency in the construction, design, specifications, surveying, planning, supervision, testing or observation of construction of any portion of the Development, or any other improvements related thereto, under the functionality standards set forth in Section 896 *et seq.* of the California Civil Code.

(B) **Actions, Disputes Involving Repair Issues:** It is the intent of Declarant that the Common Area, Exclusive Use Common Areas Common Facilities, Residential Units and any other improvements constructed by Declarant in the Development or related thereto be built in a manner consistent with the functionality standards for residential construction set forth in California Civil Code Section 896 *et seq.* as applicable. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such consistency and compliance, disputes may arise as to whether a defect exists and the party or parties responsible therefor. In the event that the Association or any Member (individually and collectively "Claimant") claims, contends, or alleges that Declarant or any Construction Participant is responsible for any Repair Issue, such Claimant shall first pursue such claim under the prelitigation nonadversarial procedures set forth in California Civil Code Section 910 *et seq.* For purposes of this Article X, all Common Facilities including those bounding the Exclusive Use Common Areas shall be deemed structures under the definition of "structure" in Section 895(a) of the California Civil Code. Nothing in this Section 10.01 is intended, nor shall be construed as, extending any applicable statute of limitations.

(C) **Repair Issue in Common Area.** If the Repair Issue pertains to the Common Area any Exclusive Use Common Areas or any Common Facilities, as defined in Sections 1.07 and 1.08 above, or if the Repair Issue pertains to any portion of the exterior of a Residential Unit which is the responsibility of the Association to maintain under Section 8.03 above, the Association shall have the right to bring a claim for such Repair Issue.

(D) **Decisions to Initiate Claims.** Notwithstanding any other provision in the Declaration to the contrary (including, without limitation, any provision which expressly or implicitly provides Declarant with control over Association decisions for any period of time), Declarant hereby relinquishes control over the Association's ability to decide whether to initiate any claim against Declarant or any Construction Participant with respect to any Repair Issue in the Common Area, Exclusive Use Common Area or concerning any Common Facilities **or any** portion of the exterior of a Residential Unit which is the responsibility of the Association to maintain under Section 8.03 above. The decision to initiate any such claims for Repair Issues shall, instead, rest with the majority of the Voting Power of the Association other than Declarant.

(E) **Notice. This shall serve as notice, pursuant to Civil Code Section 912(f), to any potential Claimant that Section 910 *et seq.*, of the Civil Code sets forth standards for prelitigation nonadversarial procedures which must be followed by any potential Claimant. Such procedures impact the legal rights of any potential Claimant. Declarant further notifies such Claimant pursuant to Section 914(a) of the Civil Code that Declarant intends to engage in the nonadversarial dispute resolution procedures set forth in Civil Code Section 910 *et seq*.**

(F) **Service of Claim Notice.** Notice of any Claim against Declarant or Construction Participant, including Civil Code Sections 896 and 897 claims, or requests for information, shall be served on Declarant via certified mail, overnight mail or personal delivery at the following address:

Surf Cottages, LLC
c/o Michael Haber

4975 Sawyer Avenue

Carpinteria, CA 93013

If the notice cannot be served on Declarant at the above-referenced address because Declarant is no longer located at the address and Declarant has not provided the Claimant with an updated address, the Claimant may serve the claim notice on Declarant's agent for service of process under Civil Code Section 912(e) on file with the California Secretary of State's office in Sacramento, California. The current telephone number and website for the Secretary of State's office are (916) 653.3984 and www.sos.ca.gov. Written request can be mailed to the California Secretary of State, Special Filing, P.O. Box 942877, Sacramento, California, 94277-0001.

(G) ***Notice of Water Intrusion.*** Notwithstanding any other provision herein, in the event there is intrusion of water into any Residential Unit or in any Common Area, Exclusive Use Common Areas or Common Facilities (including, without limitation, as a result of any roof, window, siding or other leaks, including plumbing leaks), and whether or not the cause of such water intrusion constitutes a Repair Issue, the owner of the affected Residential Unit, or the Association in the case of water intrusion in the Common Area, Exclusive Use Common Areas or Common Facilities, shall be obligated to immediately notify Declarant and any Construction Participant (as applicable) of such event. In addition, the owner or Association, as the case may be, shall take all necessary and appropriate action to stop any such water intrusion. Declarant and any Construction Participant (as applicable) shall thereafter have all of the rights specified in Civil Code Section 910 *et seq.*, and in this Section 10.01 among other things, to inspect the condition, the right to assess the likelihood of mold or mildew, and to offer recommendations for mitigation of mold or mildew. Each owner and the Association shall be obligated to take all reasonable steps to mitigate any possible spread or accumulation of mold or mildew. Nothing herein shall obligate Declarant or any Construction Participant to take any action, nor shall any rights of Declarant or any Construction Participant under this subsection (G) constitute an admission or acknowledgment that any causes of water intrusion are the result of defective construction or design. The failure of any owner or the Association, as the case may be, to timely notify Declarant and any Construction Participant (as applicable) of any such water intrusion shall be cause to

deny future claims against Declarant or any Construction Participant relating thereto, which claims could have been mitigated had earlier action been taken.

(H) **No Additional Obligations, Irrevocability and Waiver of Right.** Nothing set forth in this Section 10.01 is intended, nor shall be construed as, extending any applicable statute of limitations, or imposing any obligation on Declarant any Construction Participant to inspect, test, repair or replace any item or address any Repair Issue for which Declarant or such Construction Participant is not otherwise obligated. The right of Declarant and Construction Participant to enter, inspect, test, repair or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing executed and recorded by Declarant in the Official Records of the County.

(I) **Amendment of Section.** This Section 10.01 shall not be amended without the prior written consent of Declarant.

10.02 Repair Issues; Association as Claimant.

(A) **Notice to Members.** If the Association is a Claimant, it must provide written notice to all Members prior to initiation of arbitration (or judicial reference proceeding) against Declarant or any Construction Participant, which notice shall include all of the following:

(a) ***Description.*** A description of the Repair Issue.

(b) ***Attempts to Address.*** A description of the attempts of Declarant or Construction Participant to address such Repair Issue and the opportunities provided to Declarant or such Construction Participant to address such Repair Issue.

(c) ***Scope of Work.*** A description of the scope of work necessary to address such Repair Issue to the extent known, or an explanation as to why such a description is not obtainable or appropriate.

(d) ***Estimated Cost.*** The estimated cost to satisfactorily address the Repair Issue to the extent known.

(e) ***Board Statement.*** An affirmative statement from the Board that the action is in the best interests of the Association and its Members.

(f) ***Notice of Meeting.*** That a meeting will take place to discuss the matter, and the time and place of such meeting.

(g) ***Options to Address.*** The options available to address the problems.

(h) ***Proposed Contract.*** A description of the proposed contract or arrangement between the Association and the attorney retained by the Association to pursue the claim against Declarant or Construction Participant.

(i) ***Estimated Legal Expenses.*** The estimated attorneys' fees and expert fees and costs necessary to pursue the claim and the source of the funds which will be used to pay such fees and expenses.

(B) **Incurring Legal Expenses by Association.** The Association shall not incur legal expenses, including attorneys' fees, where the Association initiates arbitration (or judicial reference proceeding) or is joined as a plaintiff in legal proceedings, without the affirmative vote or written consent of the majority of the Voting Power of the Association, excluding the voting power of any Member who would be a defendant in such arbitration or proceedings against Declarant or Construction Participants for a Repair Issue. Except as provided in Section 7.05(B) of the Bylaws, the Association must finance any such legal proceeding with monies that are specifically collected for same and may not use reserve funds or other monies collected for specific Association obligations other than legal fees. In the event that the Association commences any arbitration (or judicial reference proceeding) described herein, a Member must give notice to prospective purchasers of his/her interest in the Development of such arbitration (or judicial reference proceeding) and must provide such prospective purchasers with a copy of the notice received from the Association in accordance with this subsection (B).

(C) **Amendment.** This Section 10.02 shall not be amended without the prior written consent of Declarant.

10.03 **REPAIR ISSUES; ARBITRATION.**

(A) **SUBMITTAL TO BINDING ARBITRATION. IF: (i) THE CLAIMANT, DECLARANT OR CONSTRUCTION PARTICIPANT ARE UNABLE TO RESOLVE THE REPAIR ISSUE PURSUANT TO THE PRELITIGATION AND NONADVERSARIAL PROCEDURES IN CIVIL CODE SECTION 910 *et seq.*; (ii) ANY REPAIRS UNDERTAKEN BY DECLARANT OR CONSTRUCTION PARTICIPANT PURSUANT TO CIVIL CODE SECTION 917 *et seq.*, HAVE NOT RESOLVED THE REPAIR ISSUE; OR (iii) CLAIMANT, DECLARANT OR CONSTRUCTION PARTICIPANT FAILS TO FOLLOW THE PROCEDURES OR TO MEET THE DEADLINES SET FORTH IN CIVIL CODE SECTION 910 *et seq.*, THEN THE RESOLUTION OF THE REPAIR ISSUE SHALL BE DETERMINED BY BINDING ARBITRATION IN ACCORDANCE WITH THIS SECTION 10.03.**

(B) **JAMS. ALL DISPUTES SUBMITTED TO BINDING ARBITRATION PURSUANT TO THIS DECLARATION SHALL BE DETERMINED BY AND PURSUANT TO THE ARBITRATION RULES AND PROCEDURES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. ("JAMS") IN EFFECT AT THE TIME OF THE INITIATION OF THE ARBITRATION. IN THE EVENT JAMS IS FOR ANY REASON UNWILLING OR UNABLE TO SERVE AS THE ARBITRATION SERVICE, THE PARTIES SHALL SELECT ANOTHER REPUTABLE ARBITRATION SERVICE. IF THE PARTIES ARE UNABLE TO AGREE ON AN ALTERNATE SERVICE, THEN A PARTY MAY PETITION THE SUPERIOR COURT IN SANTA BARBARA COUNTY, CALIFORNIA TO APPOINT EITHER AN ALTERNATE SERVICE OR AN ARBITRATOR, AND SUCH APPOINTMENT BY THE COURT SHALL BE BINDING ON THE PARTIES. THE RULES AND PROCEDURES OF THE**

ALTERNATIVE ARBITRATION SERVICE IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED SHALL BE FOLLOWED. IF THE COURT APPOINTS AN ARBITRATOR INSTEAD OF AN ALTERNATE SERVICE, THE ARBITRATION SHALL BE CONDUCTED UNDER AND PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 1282-1284.2, BUT NOT INCLUDING SECTION 1283.05 AND EXCEPT AS THOSE RULES MAY BE MODIFIED HEREBY.

(C) **TIMELINESS. THE ARBITRATION SHALL BE CONDUCTED IN A TIMELY MANNER. THE ARBITRATOR SHALL BE APPOINTED WITHIN SIXTY (60) DAYS FROM THE SUBMITTAL OF THE DISPUTE TO BINDING ARBITRATION. THE ARBITRATION SHALL COMMENCE AS SOON AS POSSIBLE THEREAFTER AND BE CONCLUDED IN A TIMELY MANNER, INCLUDING THE ISSUANCE OF THE ARBITRATOR'S DECISION.**

(D) **FEDERAL ARBITRATION ACT. THE ASSOCIATION, AND EACH MEMBER BY ACCEPTANCE OF A DEED TO A CONDOMINIUM, EXPRESSLY AGREE AND ACKNOWLEDGE THAT THIS DECLARATION INVOLVES AND CONCERNS INTERSTATE COMMERCE AND IS GOVERNED BY THE PROVISIONS OF THE FEDERAL ARBITRATION ACT (9 U.S.C. SECTION 1 *et seq.*) NOW IN EFFECT AND AS THE SAME MAY FROM TIME TO TIME BE AMENDED, TO THE EXCLUSION OF ANY DIFFERENT OR INCONSISTENT STATE OR LOCAL LAW, ORDINANCE, REGULATION, OR JUDICIAL RULE. ACCORDINGLY, ANY AND ALL DISPUTES SHALL BE ARBITRATED – WHICH ARBITRATION SHALL BE MANDATORY AND BINDING – PURSUANT TO THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT (CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1280 *et seq.*) TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT. TO THE EXTENT THAT ANY STATE OR LOCAL LAW, ORDINANCE, REGULATION, OR JUDICIAL RULE SHALL BE INCONSISTENT WITH THIS ARBITRATION AGREEMENT AND ANY PROVISION OF THE RULES OF THE ARBITRATION SERVICE UNDER WHICH THE ARBITRATION PROCEEDING SHALL BE CONDUCTED, THIS ARBITRATION AGREEMENT AND SUCH RULES SHALL GOVERN THE CONDUCT OF THE PROCEEDING.**

(E) **SELF-EXECUTING ARBITRATION AGREEMENT. THIS ARBITRATION AGREEMENT SHALL BE DEEMED TO BE A SELF-EXECUTING ARBITRATION AGREEMENT. ANY DISPUTE CONCERNING THE INTERPRETATION OR THE ENFORCEABILITY OF THIS ARBITRATION AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS REVOCABILITY OR VOIDABILITY FOR ANY CAUSE, ANY CHALLENGES TO THE ENFORCEMENT OR THE VALIDITY OF THIS DECLARATION, OR THIS ARBITRATION AGREEMENT, OR THE SCOPE OF ARBITRATABLE ISSUES UNDER THIS ARBITRATION AGREEMENT, AND ANY DEFENSE RELATING TO THE ENFORCEMENT OF THIS ARBITRATION AGREEMENT, INCLUDING, WITHOUT LIMITATION, WAIVER, ESTOPPEL, OR LACHES, SHALL BE DECIDED BY AN ARBITRATOR IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT AND NOT BY A COURT OF LAW.**

(F) **PARTIES. THIS ARBITRATION AGREEMENT SHALL INURE TO THE BENEFIT OF, BIND AND BE ENFORCEABLE BY AND AGAINST EACH MEMBER, THE ASSOCIATION, DECLARANT AND CONSTRUCTION PARTICIPANTS.**

(G) **ATTORNEYS' FEES. EACH PARTY SHALL BEAR ITS OWN ATTORNEYS' FEES AND COSTS (INCLUDING EXPERT COSTS) FOR THE ARBITRATION.**

(H) **AUTHORITY OF ARBITRATOR. THE ARBITRATOR SHALL BE AUTHORIZED TO PROVIDE FOR ALL RECOGNIZED REMEDIES AVAILABLE IN LAW OR IN EQUITY FOR ANY CAUSE OF ACTION THAT IS THE BASIS OF THE ARBITRATION, INCLUDING COMPENSATORY DAMAGES. THE AWARD OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE AND BINDING, AND SHALL NOT BE SUBJECT TO ANY JUDICIAL OR OTHER REVIEW OR APPEAL. AN APPLICATION TO CONFIRM, VACATE, MODIFY OR CORRECT ANY AWARD RENDERED BY THE ARBITRATOR SHALL BE FILED IN THE SUPERIOR COURT IN *10.1 COUNTY, CALIFORNIA.**

(I) **PARTICIPATION IN JUDICIAL PROCEEDING. THE PARTICIPATION BY ANY PARTY IN ANY JUDICIAL PROCEEDING CONCERNING THIS ARBITRATION AGREEMENT OR ANY MATTER ARBITRATABLE HEREUNDER SHALL NOT BE ASSERTED OR ACCEPTED AS A REASON TO DELAY, TO REFUSE TO PARTICIPATE IN, OR TO REFUSE TO ENFORCE ANY ARBITRATION UNDER THIS SECTION 10.03.** Error! Reference source not found.

(J) **FEES AND COSTS OF ARBITRATION. THE FEES AND COSTS TO INITIATE THE ARBITRATION SHALL BE PAID BY DECLARANT OR CONSTRUCTION PARTICIPANT. THE REMAINING FEES AND COSTS SHALL BE PAID AS AGREED BY THE PARTIES. IF THE PARTIES CANNOT REACH AN AGREEMENT, THE FEES AND COSTS OF THE ARBITRATION AND THE ARBITRATOR SHALL ULTIMATELY BE BORNE AS DETERMINED BY THE ARBITRATOR IN HIS/HER AWARD.**

(K) **NEUTRAL ARBITRATOR. THE ARBITRATOR APPOINTED TO SERVE SHALL BE A NEUTRAL AND IMPARTIAL INDIVIDUAL. ANY PARTY MAY CHALLENGE THE ARBITRATOR APPOINTED ON THE GROUNDS OF BIAS.**

(L) **VENUE. THE VENUE OF THE ARBITRATION SHALL BE IN SANTA BARBARA COUNTY, UNLESS THE PARTIES AGREE IN WRITING TO ANOTHER LOCATION.**

(M) **UNENFORCEABILITY OF ANY PROVISION. IF ANY PROVISION OF THIS ARBITRATION AGREEMENT SHALL BE DETERMINED TO BE UNENFORCEABLE OR TO HAVE BEEN WAIVED, THE REMAINING PROVISIONS SHALL BE DEEMED TO BE SEVERABLE THEREFROM AND ENFORCEABLE ACCORDING TO THEIR TERMS.**

(N) **NOTICE. THE ASSOCIATION, AND EACH MEMBER BY ACCEPTANCE OF A DEED TO A CONDOMINIUM, AGREE TO HAVE ANY DISPUTE DESCRIBED IN SECTIONS 10.01 AND 10.02 ABOVE, INCLUDING CLAIMS AGAINST DECLARANT AND/OR CONSTRUCTION PARTICIPANTS, DECIDED BY NEUTRAL, BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT, AND THE ASSOCIATION AND SUCH MEMBER ACKNOWLEDGE THAT HE/SHE/IT ARE VOLUNTARILY AND KNOWINGLY GIVING UP ANY RIGHT HE/SHE/IT MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL OR OTHER PROCEEDING. THE ASSOCIATION, AND EACH MEMBER BY ACCEPTANCE OF A DEED TO A CONDOMINIUM, ARE GIVING UP HIS/HER/ITS JUDICIAL AND STATUTORY RIGHTS TO DISCOVERY, TRIAL AND APPEAL, EXCEPT TO WHATEVER EXTENT ANY RIGHTS ARE SPECIFICALLY INCLUDED IN THIS ARBITRATION AGREEMENT. IF A MEMBER OR THE ASSOCIATION REFUSES TO SUBMIT TO ARBITRATION: (i) SUCH PARTY MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT, TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT; OR (ii) ARBITRATION MAY GO FORWARD IN THE ABSENCE OF THE REFUSING PARTY.**

(O) **ACTIONS COMBINING COVERED AND OTHER RELATED CLAIMS. IF ANY DISPUTE, ACTION OR CLAIM, INVOLVING ONE OR MORE REPAIR ISSUES, COMBINES CAUSES OF ACTION OR DAMAGES DISTINCT FROM SUCH REPAIR ISSUES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES, CLASS ACTIONS, OTHER STATUTORY REMEDIES, AND FRAUD-BASED CLAIMS, THEN ANY AND ALL SUCH CLAIMS SHALL BE ADMINISTERED ACCORDING TO THE ABOVE PROCEDURES IN THE MANNER SET FORTH IN CIVIL CODE SECTION 931.**

(P) **JUDICIAL REFERENCE. SOLELY IN THE EVENT THAT THE FOREGOING BINDING ARBITRATION PROVISIONS SHOULD BE CHALLENGED AND HELD NOT TO APPLY OR HELD INVALID, VOID OR UNENFORCEABLE FOR ANY REASON, DECLARANT, THE ASSOCIATION, AND EACH MEMBER AGREE THAT:**

(a) **ANY CLAIM AS SET FORTH ABOVE, SHALL THEREAFTER BE HEARD BY A REFEREE IN A JUDICIAL REFERENCE PROCEEDING PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE, SECTIONS 638 THROUGH 645.2, AND/OR ANY SUCCESSOR AND/OR COMPANION STATUTE(S), AND THIS GENERAL REFERENCE AGREEMENT IS INTENDED TO BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH SECTION 638.**

(b) **UPON THE FILING OF A COMPLAINT GIVING RISE TO SUCH A REFERENCE PROCEEDING, THE PARTIES SHALL ENDEAVOR TO AGREE UPON A RETIRED SUPERIOR COURT JUDGE OR COURT OF APPEALS**

JUSTICE FROM THE THEN CURRENT PANEL OF RETIRED JUDGES ASSOCIATED WITH JAMS, OR SUCH OTHER COMPARABLE JUDICIAL DISPUTE RESOLUTION SERVICE AS APPROVED BY THE PARTIES, WHICH RETIRED JUDGES ARE AVAILABLE TO SERVE AS REFEREES IN THE COUNTY OF VENUE (VENUE SHALL BE IN SANTA BARBARA COUNTY, CALIFORNIA, UNLESS THE PARTIES AGREE TO SOME OTHER LOCATION). IF THE PARTIES ARE UNABLE TO AGREE UPON A PERSON TO SERVE AS REFEREE WITHIN THIRTY (30) DAYS AFTER THE SERVICE OF SUCH COMPLAINT, OR IF THE PERSON SELECTED BY THE PARTIES AS REFEREE IS NOT AVAILABLE OR WILLING TO SERVE AND THE PARTIES CANNOT AGREE ON AN ALTERNATE WITHIN FIFTEEN (15) DAYS AFTER BEING NOTIFIED OF SUCH REFEREE'S UNAVAILABILITY OR UNWILLINGNESS TO SERVE, THEN ANY PARTY MAY FILE A PETITION WITH THE COURT TO HAVE A REFEREE APPOINTED PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE, SECTIONS 638 - 640.

(c) THE PARTIES SHALL ADVANCE, IN EQUAL SHARES, THE FEES AND EXPENSES OF THE REFEREE SELECTED PURSUANT TO THIS SECTION; PROVIDED, HOWEVER, THAT THE LOSING PARTY OR PARTIES IN ANY SUCH REFERENCE PROCEEDING MAY, IN ADDITION TO PAYING ANY JUDGMENT AWARDED BY THE REFEREE, BE ORDERED TO REIMBURSE THE PREVAILING PARTY OR PARTIES FOR ANY AND ALL FEES AND EXPENSES INCURRED IN CONNECTION WITH THE REFERENCE PROCEEDING. JUDGMENT UPON THE AWARD RENDERED BY THE REFEREE MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF, AND SHALL BE BINDING UPON ALL PARTIES, THEIR SUCCESSORS AND ASSIGNS.

(d) THE PARTIES SHALL PROMPTLY AND DILIGENTLY COOPERATE WITH ONE ANOTHER AND THE REFEREE, IN GOOD FAITH, TO ENSURE THAT ALL NECESSARY AND APPROPRIATE PARTIES ARE INCLUDED IN THE REFERENCE PROCEEDING, AND THE PARTIES SHALL PERFORM, IN GOOD FAITH, SUCH ACTS AS MAY BE REASONABLY NECESSARY TO PROMPTLY COMMENCE THE REFERENCE PROCEEDING BEFORE THE REFEREE AND OBTAIN A PROMPT AND EXPEDITIOUS RESOLUTION OF THE DISPUTE OR CONTROVERSY IN ACCORDANCE WITH THE TERMS HEREOF. THE REFERENCE PROCEEDING SHALL COMMENCE ON A DATE AGREED TO BY THE PARTIES, AND IF THE PARTIES CANNOT AGREE, THEN ON A DATE DETERMINED BY THE REFEREE.

(e) THE PARTIES SHALL BE ENTITLED TO DISCOVERY AND THE REFEREE SHALL OVERSEE DISCOVERY AND MAY MAKE AND ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS A TRIAL JUDGE IN THE SUPERIOR COURTS OF THE STATE OF CALIFORNIA. THE PARTIES MAY PURSUE ALL FORMS OF DISCOVERY AVAILABLE IN THE SUPERIOR COURTS OF THE STATE OF CALIFORNIA, INCLUDING, WITHOUT LIMITATION, SITE INSPECTIONS, INTERROGATORIES, DEPOSITIONS, ADMISSIONS REQUESTS AND DOCUMENT REQUESTS.

(f) **THE SELECTED OR APPOINTED REFEREE SHALL HAVE THE POWER TO DECIDE ALL ISSUES IN THE ACTION OR PROCEEDING, WHETHER OF FACT OR OF LAW, AND SHALL HAVE THE POWER TO GRANT ALL LEGAL AND EQUITABLE REMEDIES, INCLUDING COMPENSATORY DAMAGES. THE REFEREE SHALL NOT HAVE THE POWER TO AWARD PUNITIVE, SPECIAL AND/OR CONSEQUENTIAL DAMAGES.**

(g) **THE REFEREE SHALL CONDUCT NEUTRAL AND IMPARTIAL PROCEEDINGS IN ACCORDANCE WITH THE APPLICABLE RULES OF JAMS OR SUCH OTHER JUDICIAL DISPUTE RESOLUTION PROVIDER, AS SELECTED BY THE PARTIES.**

(h) **NO ACTION OF ANY PARTY IN CONNECTION WITH THE REFERENCE PROCEEDING SHALL BE DEEMED TO BE A WAIVER OF THE ATTORNEY/CLIENT PRIVILEGE OR THE WORK/PRODUCT DOCTRINE.**

(i) **THE ASSOCIATION, AND EACH MEMBER BY ACCEPTANCE OF A DEED TO A CONDOMINIUM, ACKNOWLEDGE THAT, PURSUANT TO THE ABOVE JUDICIAL REFERENCE PROVISIONS, HE/SHE/IT VOLUNTARILY AND KNOWINGLY WAIVES AND COVENANTS NOT TO ASSERT HIS/HER/ITS CONSTITUTIONAL RIGHT TO TRIAL BY JURY OF ANY DISPUTES, INCLUDING, BUT NOT LIMITED TO, CLAIMS AGAINST DECLARANT AND/OR CONSTRUCTION PARTICIPANTS RELATING TO CONSTRUCTION DEFECTS, MISREPRESENTATION OR FAILURE TO DISCLOSE MATERIAL FACTS, AND COVENANTS AND AGREES THAT THIS WAIVER OF JURY TRIAL SHALL BE BINDING UPON HIS/HER/ITS SUCCESSORS AND ASSIGNS AND UPON ALL PERSONS AND ENTITIES ASSERTING RIGHTS OR CLAIMS OR OTHERWISE ACTING ON BEHALF OF ANY MEMBER, THE ASSOCIATION, OR THEIR SUCCESSORS AND ASSIGNS.**

(j) **IF ANY PART OF THIS SUB-SECTION (P) CONFLICTS OR IS INCONSISTENT WITH THE JUDICIAL REFERENCE STATUTE (CODE OF CIVIL PROCEDURE SECTIONS 638-645.2), THEN THE JUDICIAL REFERENCE STATUTE SHALL CONTROL.**

(Q) **AMENDMENT OF SECTION. THIS SECTION** Error! Reference source not found. **SHALL NOT BE AMENDED WITHOUT THE PRIOR WRITTEN CONSENT OF DECLARANT.**

10.04 Recovery of Monetary Damages. If the Association or any Member recovers monetary damages from any party pursuant to the foregoing, the Association or Member shall first apply such funds to repair any defect that has resulted in the award of such damage (reasonable costs and attorneys' fees excepted). Included in the foregoing shall be the ability of the Association to fund reserves for the purpose of repairing the defect that has resulted in such award. If the Association has excess funds remaining after repair of such any defect by the Association, such funds shall be paid into the Association's reserve account.

This Section 10.04 shall not be amended without the prior written consent of Declarant.

10.05 Dispute Resolution.

(A) Except as otherwise set forth below, in any dispute between the Association and a Member involving their rights, duties and liabilities under the Management Documents or any other matters referred to in Civil Code Section 5900, the parties shall attempt to resolve the dispute pursuant to those Internal Dispute Resolution Procedures, either provided by the Association pursuant to Civil Code Section 5910 *et seq.*, or as otherwise set forth in Civil Code Section 5915 *et seq.*, as applicable.

(B) Neither the Association nor any Member shall file an enforcement action (as defined in Civil Code Section 5925(b)) unless the parties have attempted to resolve the dispute in the manner provided in subsection (A) above, as applicable. If not so resolved (or if Civil Code Section 5900 is inapplicable), the parties shall have endeavored to submit their dispute to alternative dispute resolution pursuant to Civil Code Section 5925 *et seq.*, as applicable, prior to filing an enforcement action.

The provisions of this Section 10.05 shall not be applicable to any claims or actions against Declarant or Construction Participant or claims or actions to which it is a party relating to Repair Issues, as that term is defined in Section 10.01(A)(c) all of which shall be governed exclusively by Sections 10.01 to 10.04 of this Article X.

ARTICLE XI

General Provisions; Reports to Prospective Purchasers

11.01 Interpretation: Inconsistency. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Development for the mutual benefit of all Members. If the provisions of this Declaration conflict with any of the provisions of the other Management Documents or the Condominium Plan, the provisions of this Declaration shall control.

11.02 Severability. The provisions herein shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any of these provisions shall not affect the validity of the remaining provisions.

11.03 Enforcement; Waiver. Except as otherwise provided in this Declaration, the Association and any Member shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations imposed by this Declaration. Failure by the Association, or by any Member, to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

11.04 Binding on Successors. This Declaration shall be binding upon, and shall inure to the benefit of, the successors and assigns of Declarant, and the heirs, personal representatives, grantees, lessees, sublessees, contract purchasers, guests and assignees of the Members.

11.05 Attorneys' Fees Except as otherwise provided herein, in any action arising from rights and obligations established under this Declaration, including but not limited to actions for damages resulting from a breach of this Declaration or actions for specific enforcement hereof, the prevailing party shall be entitled to recover such a reasonable sum as the court, arbitrator, referee or other decision-maker may fix as attorneys' fees and costs.

11.06 Breaches: Effect on Liens A breach of any of the provisions of this Declaration will not render invalid or otherwise affect the lien of any Mortgage or deed of trust.

11.07 Reports to Prospective Purchasers

(A) In accordance with California Civil Code Section 912(h), Declarant has delivered to the first purchaser of each Condominium certain documents in conjunction with the original sale, including the following, and has instructed the first purchaser to retain such documents and provide copies to his/her subsequent purchaser:

(a) Civil Code Section 912(b): All maintenance and preventative maintenance recommendations (including the Maintenance Manual described in Section 8.06);

(b) Civil Code Section 912(c): All manufactured products maintenance, preventative maintenance, and limited warranty information;

(c) Civil Code Section 912(d)] All of Declarant's limited contractual warranties in effect at the time of the original sale;

(d) Civil Code Section 912(e): Declarant's agent for notice/service of process; and

(e) Civil Code Section 912(g): Sections 895-945.5 of the Civil Code ("SB800").

The subsequent purchaser shall instruct his or her purchaser to retain such documents and to provide copies to the next purchaser of the Condominium. The foregoing shall remain in effect for as long as the provisions of California Civil Code Section 895-945.5 remain applicable.

(B) In accordance with California Civil Code Section 4525, the Member shall, as soon as practicable before transfer of title to his/her Condominium or execution of a real property sales contract therefor (as defined in California Civil Code Section 2985), provide the following to the prospective purchaser (this section does not apply to an owner that is subject to the requirements of Section 11018.6 of the Business and Professions Code):

(a) ***Management Documents.*** A copy of the Management Documents;

(b) ***Annual Budget Report; Annual Policy Statement.*** A copy of the Annual Budget Report and the Annual Policy Statement described in Civil Code Section 5300 and 5310, respectively, and in Article VII, Sections 7.03 and 7.04(B) of the Bylaws;

(c) ***Certificate of Financial Information.*** A true statement signed by an authorized representative of the Association as to the amount of the Association's current general and special assessments and fees, as well as any assessments levied upon the Member's Condominium which are unpaid on the date of the statement, and any monetary fines or penalties levied on the Member's Condominium and unpaid on the date of the statement. The certificate shall also include true information on late charges, interest and costs of collection which, as of the date of the statement, are or may be made a Lien upon the Member's Condominium as set forth in California Civil Code Section 5650.

(d) ***Assessment Changes.*** Any change in the Association's current general and special assessments and fees which have been approved by the Board, but have not become due and payable as of the date disclosure is provided.

(e) ***Notice of Alleged Violations.*** A copy or summary of any notice previously sent to the Member pursuant to Civil Code Section 5855 that sets forth any alleged violation of the Management Documents that remains unresolved. The notice shall not be deemed a waiver of the Association's right to enforce the Management Documents against the Member or the prospective purchaser of the Condominium with respect to any violation.

(f) ***Minutes of Board Meetings.*** If requested by the prospective purchaser, a copy of the minutes of the Board, excluding meetings held in executive session, conducted over the previous twelve (12) months that were approved by the Board.

Upon written request, the Association shall, within ten (10) days of the mailing or delivery of the request, provide the Member with a copy of the requested items specified in this subparagraph (B) pursuant to Civil Code Section 4530. The Association may charge a fee for this service, which shall not exceed the reasonable cost to prepare and reproduce the requested items.

ARTICLE XII

Architectural Control

12.01 Architectural Restrictions. Except for construction of improvements by Declarant, including those improvements made by Declarant as optional improvements to the Units, if any, no building, fence, wall or other structure shall be erected or maintained on or within the Development, and no structural alterations, or exterior additions or changes, to the Condominiums, Common Areas, (ALT: Exclusive Use Common Areas) or Common Facilities, including, but not limited to, solar heating systems, air conditioners, landscaping, stonework, concrete work, paint, awnings, patio covers, mechanical, plumbing or electrical facilities (including any plumbing, electrical or other work which would result in the penetration of the finished surfaces of the ceilings, wall or floors), shall be made until complete plans and specifications showing the nature, kind, shape, height and materials, including the color ("Plans and Specifications"), have been submitted to and approved in writing by the Board. Without limitation upon the foregoing, the Board shall evaluate the impact which such improvements may have on the other Condominiums, the Common Area, the Development and the harmony of design and location of such improvements in relation to surrounding structure, landscaping and topography of the Development. Subject to Sections 12.07 and 12.10 below and the provisions of Civil Code

Sections 4760 and 4765, the Board shall approve or disapprove such Plans and Specifications at a duly constituted meeting within forty-five (45) calendar days after all of said Plans and Specifications requested by the Board have been submitted to it. If the Board fails to do so, such approval will not be required, and the Member proposing such items shall be deemed to have fully complied with this Section.

12.02 No Waiver. The approval by the Board of any Plans and Specifications for any work done or proposed or in connection with any other matter requiring the approval of the Board under this Declaration shall not be deemed to be or constitute a waiver of any right to withhold approval as to any similar plan, specification or matter whenever submitted for approval. In addition, the Board's failure to act shall not be deemed to be or constitute a waiver of any right to review subsequent plans and specifications within the purview of the Board.

12.03 Disclaimer of Liability. The Board, and any member thereof, shall not be liable to any Member for any damage, loss or prejudice suffered or claimed on account of:

(A) The approval or disapproval of Plans and Specifications, whether or not defective;

(B) The construction or performance of any work, whether or not pursuant to approved Plans and Specifications; or

(C) Damage to the Unit or any property within the Development.

(D) The development or manner of development of any property within the Development; provided, however, that the Board and such member have acted in good faith.

12.04 Variances. Where circumstances, such as topography, location or property lines, location of trees, or other matters require, the Board may allow reasonable variances as to any of the covenants, conditions or restrictions contained in the Management Documents of the Board on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Development. Such variances shall not waive the right of the Board to require strict adherence to this Declaration in all other circumstances.

12.05 No Right to Modify. Each Member acknowledges and understands that he or she has absolutely no right or ability to modify the exterior or any structural elements of his/her Condominium in any manner, unless otherwise provided by the Board.

12.06 Building Guidelines. The Board may, from time to time, and in its sole discretion, adopt, amend and repeal rules and regulations to be known as "Building Guidelines" that interpret or implement the provisions of this Declaration with respect to construction or alteration of improvements. Such building guidelines shall be consistent with the requirements of Civil Code Section 4765. The Building Guidelines among other things shall interpret and implement the provisions hereof by setting forth guidelines for architectural design of improvements, placement of improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Development; provided, however, that said Building Guidelines shall

not detract from or conflict with the standards required by this Declaration. The Building Guidelines may also include such other limitations and restrictions as the Board shall adopt including, without limitation, regulations of the following: construction, reconstruction, exterior addition, change or alternation to or the maintenance of any building, structure, wall or fence, including, without limitation, the nature, kind, shape, height, materials, exterior color and surface and location, or other improvements of any kind. In the event of any inconsistency between this Article XII, on the one hand, and the Building Guidelines, if any, on the other hand, for former shall control.

12.07 Compliance. With respect to compliance with the architectural controls of this Declaration, the following rules shall apply in addition to those set forth elsewhere in this Declaration:

(A) If approved, the Member may proceed to construct the improvements at the Member's cost, and shall hold the Association and the owners of the other Condominiums harmless from all liability arising out of any injury or damage to any persons or property occurring in, on or about the Residential Units or Common Areas arising from or related to the construction.

(B) All improvements approved or deemed approved under this Article XII shall be completed within six (6) months after such approval, unless extended by the Board upon request of the Member.

(C) The exterior color of any improvement cannot be changed from that existing on the date of this Declaration without the consent of the Board.

(D) Any duly authorized agent of the Board may at any reasonable time enter and inspect any Condominium and those portions of an improvement covered by this Declaration, if the Board believes that a violation of any part of this Declaration is occurring or has occurred.

(E) All improvements shall conform to and be constructed in accordance with all applicable governmental regulations, including zoning ordinances of the City of Carpinteria.

(F) If the improvements require a modification to the Condominium, then within thirty (30) days after the City of Carpinteria shall have made its final inspection of the completed improvements as approved by the Board, the Board shall commence the process of complying with Civil Code Section 4295 and shall seek to obtain written approval of such modification from the Members and from the trustees or beneficiaries of deeds of trust, or mortgagees of mortgages, as required by said Section 4295. Upon satisfactorily complying with the foregoing, the Board shall cause to be recorded in the office of the Recorder of Santa Barbara County the Condominium Plan modified as above set forth, and the Member and the Board shall execute and cause to be recorded in the office of the Recorder of Santa Barbara County, California a Notice of Modification to Condominiums or similar instrument, which among other things shall: (1) refer to this Declaration as recorded in the office of the Recorder of said County; (2) refer to the modified Condominium Plan as recorded in the office of the Recorder of said County; and (3) state the date on which final inspection was made by said County. Thereafter, the Unit shall be deemed modified by the approved and completed improvements. Concurrent with recordation of the Notice, the Member shall execute and cause to be recorded in the office of the Recorder of

said County a Grant Deed conveying to all owners, an equal, undivided interest in those portions of the structural components deemed Common Facilities pursuant to Section 1.08 above. Thereafter, except for external improvements constructed pursuant to Civil Code Section 4760(a)(2), such improvements will be deemed Common Facilities for all purposes hereunder.

12.08 Appointment of Architectural Committee. The Board shall have the right to delegate its review and approval rights under this Article XII to an Architectural Committee. If the Board so elects, the Architectural Committee shall consist of three (3) members. One (1) alternate member may be designated by the Board to act as a substitute on the Architectural Committee in the event of absence or disability of any member. In the event the Board appoints an Architectural Committee, all rights hereunder shall apply to the Architectural Committee and all references to the Board shall be deemed to refer to the Architectural Committee. The members of any Architectural Committee appointed to the Board shall receive no compensation for services rendered other than reimbursement by the Association for expenses incurred by them in the performance of their duties hereunder, unless the Association retains a professional architect, engineer or designer as a member of the Architectural Committee for the purpose of providing professional services, in which event reasonable compensation for such member shall be approved by the Board

12.09 Interpretation. All questions of interpretation or construction of any of the terms or conditions of this Article XII shall be resolved to the Board, and its decision shall be final, binding and conclusive on all of the parties affected. In the event an Architectural Committee is appointed by the Board pursuant to Section 12.08 and the Architectural Committee disapproves any Plans and Specifications submitted by a Member pursuant to this Article, the party or parties making such submission may appeal in writing to the Board. The Board must receive the written request for approval not more than thirty (30) days following the final decision of the Architectural Committee. Within thirty (30) days following receipt of the written request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within the thirty (30) day period shall be deemed an approval of the appeal.

12.10 Mechanics' Liens. No Member may cause or permit any mechanic's lien to be filed against Common Area, Common Facilities, or another Member's Condominium for labor or materials alleged to have been furnished or delivered to the Member. Any Member who permits a mechanics' lien to be so filed shall cause the lien to be discharged within five (5) days after notice to the Member from the Board. If the Member fails to remove such mechanics' lien, the Board may discharge the lien and levy a Special Assessment against the violating Member's Condominium to recover the cost of discharge.

12.11 Enforcement. Subject to the provisions of Section 10.05 above, upon any violation of the architectural control provisions of this Declaration, the Building Guidelines then in effect or the conditions of any permission or approval given by the Board, the Board shall seek to enforce the provisions of this Declaration, the Building Guidelines and such other applicable conditions of approval by any proceeding at law or in equity and may utilize either or both of the following remedies in addition to such other recourse as is provided in this Declaration:

(A) The Board may restore the affected Condominium to its state existing immediately prior to such violation, and the owner of the Condominium shall reimburse the

Association for all expenses incurred by it in exercising its rights and obligations under this subsection (A). Such amounts may be assessed to the Condominium as a special assessment pursuant to Section 6.03(A)(a) above.

(B) The Board may notify the Member to restore the affected Condominium to its state existing immediately prior to the violation, and provide the Member reasonable time in which to do so. If the Member fails to comply with the request within the provided time period or any authorized extension, the Association may impose a fine pursuant to the Bylaws in an amount not to exceed One Hundred Dollars ($100.00) per day per violation as such sum may be adjusted annually for inflation in accordance with the Consumer Price Index or comparable index after the recording of this Declaration, and such penalty may be collected as a special assessment pursuant to Section 6.03(A)(c).

Failure of the Board to require a Member to correct a violation of this Declaration upon first discovery by the Board shall not be deemed a waiver of the Board's rights to require correction of such violation at a later time or to make corrections of all existing violations a precondition to the Board's approval of other matters requested by a Member.

12.12 **Assessment.** In the event the square footage of the "LA" airspace element (Living Area) associated with such Residential Unit increases in an amount that is greater than ten percent (10%) of the "LA" airspace element (Living Area) originally associated with such Residential Unit, as a result of any improvement, the general assessment apportioned against such Residential Unit pursuant to subsection 6.02(C) above, shall likewise increase. The increase in assessments shall be in proportion to the ratio that the increase in the square footage of the "LA" airspace element (Living Area) associated with the Residential Unit bears to the square footage of the "LA" airspace element (Living Area) associated with the Residential Unit as originally constructed.

ARTICLE XIII

Duration and Amendment

13.01 Term. The provisions contained herein shall run with the land and shall be binding on all parties and all persons claiming under them until fifty (50) years from the date hereof, after which time this Declaration shall be deemed automatically extended for successive periods of twenty-one (21) years, unless an instrument executed by two-thirds (2/3rds) of the Voting Power of the Association shall be recorded, canceling and terminating this Declaration.

13.02 Amendment. This Declaration may be amended or repealed in whole or part as to all or any part of the Development as follows:

(A) If, at the time all of the Development is owned solely by Declarant, the Declaration may be amended or repealed by Declarant alone.

(B) After the sale of the first Condominium, the Declaration may be amended or repealed by the affirmative vote two-thirds (2/3rds) of the Voting Power of the Association. Any vote of the Members regarding any amendment or repeal of this Declaration shall be conducted in accordance with the procedures set forth in the Rules Governing Elections adopted

by the Association pursuant to Section 4.04 of the Bylaws (or if not so adopted, pursuant to Civil Code Sections 5100 – 5145).

(C) The amendment must be in writing. Pursuant to Civil Code Section 4270, attached or appended to the amendment shall be the written certification of the Officer designated by the Board, but if no one is so designated, by the President of the Association that such writing contains the amendment to the Declaration and that such amendment was approved by the percentage of the votes of the Members required by the Declaration. Such amendment shall then be recorded in the office of the Recorder of Santa Barbara County, California.

Notwithstanding the foregoing, the voting power required to amend a specific provision of the Declaration shall not be less than the percentage of affirmative votes required for action to be taken under that provision.

IN WITNESS WHEREOF, the foregoing instrument was subscribed the day and year first above written.

Surf Cottages, LLC, a California limited liability company

_____

Michael Haber, Manager

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 to the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
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.

_____ (Place Notary Seal Above)
Signature of Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CARPINTERIA, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 7 IN BLOCK 48 OF THE TOWN OF CARPINTERIA, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN TRACK NO. 2, MAP NO. 4 IN THE OFFICE OF THE COUNTY RECORDER OF SANTA BARBARA COUNTY.

TOGETHER WITH THE SOUTHEASTERLY 1/2 OF ASH STREET (NOW ABANDONED) LYING NORTHWESTERLY OF AND ADJACENT TO THE NORTHWESTERLY LINE OF SAID LOT 7 IN BLOCK 48 OF THE TOWN OF CARPINTERIA.

APN: 003-301-020

Exhibit "B"

SAMPLE GRANT DEED

MAIL TAX STATEMENTS AND
WHEN RECORDED MAIL TO:

Order No.:
Escrow No.:
APN:

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX IS $_____

_____ Computed on full value of property conveyed, or

_____ Computed on full value less liens and encumbrances remaining at time of sale

x City of Santa Barbara

For valuable consideration, receipt of which is hereby acknowledged,

SURF COTTAGES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, Grantor

hereby GRANT(S) to "To Be Determined", Grantee,

the real property located in City of Carpinteria, County of Santa Barbara, State of California, described as follows:

See attached Exhibit A, incorporated by reference to this document.

"This Deed is executed, delivered and accepted subject to all the covenants, conditions and restrictions, easements, assessments, provisions for liens and charges, and all other matters contained in the Declaration of Covenants, Conditions and Restrictions for the Surf Cottages recorded _____, as Inst. No. _____, of Official Records of Santa Barbara County, California, and any amendments thereto, which said Declaration of Covenants, Conditions and Restrictions is incorporated into this Grant Deed by reference with the same effect as though fully set forth in said Deed."

Dated: _____

Surf Cottages, LLC, a California
limited liability company

_____
Michael Haber, Manager

EXHIBIT "C"

4035. (a) If a provision of this act requires that a document be delivered to an association, the document shall be delivered to the person designated in the annual policy statement, prepared pursuant to **Section 5310**, to receive documents on behalf of the association. If no person has been designated to receive documents, the document shall be delivered to the president or secretary of the association.

(b) A document delivered pursuant to this section may be delivered by any of the following methods:

(1) By e-mail, facsimile, or other electronic means, if the association has assented to that method of delivery.

(2) By personal delivery, if the association has assented to that method of delivery. If the association accepts a document by personal delivery it shall provide a written receipt acknowledging delivery of the document

(3) By personal delivery, if the association has assented to that method of delivery. If the association accepts a document by personal delivery it shall provide a written receipt acknowledging delivery of the document.

4040. (a) If a provision of this act requires that an association deliver a document by "individual delivery" or "individual notice," the document shall be delivered by one of the following methods:

(1) First-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier. The document shall be addressed to the recipient at the address last shown on the books of the association.

(2) E-mail, facsimile, or other electronic means, if the recipient has consented, in writing, to that method of delivery. The consent may be revoked, in writing, by the recipient.

(b) Upon receipt of a request by a member, pursuant to Section 5260, identifying a secondary address for delivery of notices of the following types, the association shall deliver an additional copy of those notices to the secondary address identified in the request:

(1) The documents to be delivered to the member pursuant to Article 7 (commencing with **Section 5300**) of Chapter 6.

(2) The documents to be delivered to the member pursuant to Article 2 (commencing with Section 5650) of Chapter 8, and Section 5710.

(c) For the purposes of this section, an unrecorded provision of the governing documents providing for a particular method of delivery does not constitute agreement by a member to that method of delivery.

4045. (a) If a provision of this act requires "general delivery" or "general notice," the document shall be provided by one or more of the following methods:

(1) Any method provided for delivery of an individual notice pursuant to Section 4040.

(2) Inclusion in a billing statement, newsletter, or other document that is delivered by one of the methods provided in this section.

(3) Posting the printed document in a prominent location that is accessible to all members, if the location has been designated for the posting of general notices by the association in the annual policy statement, prepared pursuant to **Section 5310**.

(4) If the association broadcasts television programming for the purpose of distributing information on association business to its members, by inclusion in the programming.

(b) Notwithstanding subdivision (a), if a member requests to receive general notices by individual delivery, all general notices to that member, given under this section, shall be delivered pursuant to Section 4040. The option provided in this subdivision shall be described in the annual policy statement, prepared pursuant to **Section 5310**.

4050. (a) This section governs the delivery of a document pursuant to this act.

(b) If a document is delivered by mail, delivery is deemed to be complete on deposit into the United States mail.

(c) If a document is delivered by electronic means, delivery is complete at the time of transmission.

4055. If the association or a member has consented to receive information by electronic delivery, and a provision of this act requires that the information be in writing, that requirement is satisfied if the information is provided in an electronic record capable of retention by the recipient at the time of receipt. An electronic record is not capable of retention by the recipient if the sender or its information processing system inhibits the ability of the recipient to print or store the electronic record.

Attachment D

Conditions of Approval Informational Notice

Haber Condominiums
Final Map Clearance - Parcel Map No. 25,187
November 27, 2023 City Council Hearing

RECORDING REQUESTED BY:

CITY OF CARPINTERIA

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF CARPINTERIA
5775 CARPINTERIA AVENUE
CARPINTERIA, CA 93013

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 003-301-020

Parcel Map No. 25,187

NOTICE

Notice is hereby given, pursuant to Section 66434.2 of the Government Code (State Subdivision Map Act) and Section 16.08.010 of the Subdivision Ordinance of the City of Carpinteria, that the information attached is given relative to Parcel Map No. 25,187 filed _____, 20____, in Book _____, Pages _____ through _____ of Parcel Maps, records of Santa Barbara County, California.

This notice is not intended to affect record title interest. The information is derived from public records or reports, and the preparer of this document does not imply the correctness or sufficiency of these records or reports. Title to the estate or interest in the land shown on Parcel Map No. 25,187 at the date hereof is vested in:

Surf Cottages, LLC, a CA Limited Liability Company

The additional information required in connection with said map is attached hereto and incorporated herein by reference.

DOCUMENT PREPARED BY: _____

Nick Bobroff
Community Development Director
City of Carpinteria

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

On this _____ day of _____, 20___, before me,

_____, a Notary Public in and for said County and State,

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:_____

Printed:_____

My Commission Expires: _____

Principal office located in County of: _____

(Seal)

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
November 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Excusing City Manager Dave Durflinger from attending the meeting(s) of the City Council held after November 27, 2023.

STAFF RECOMMENDATION

Excuse City Manager Dave Durflinger from attending meeting(s) of the City Council held after November 27, 2023.

Sample Motion: I move to excuse City Manager Dave Durflinger from attending meeting(s) of the City Council held after November 27, 2023.

BACKGROUND

It is a duty of the City Manager to attend all City Council meetings unless excused (Carpinteria Municipal Code 2.08.110(F). City Manager Dave Durflinger will be retiring on December 8, 2023, effective at 5 pm. The last regularly scheduled City Council meeting is on November 27, 2023. There is a special meeting of the City Council scheduled for Monday, December 4, 2023.

Mr. Durflinger is requesting that he be excused from attendance at the December 4 special meeting and any other special Council meeting that may be held after November 27 and prior to his retirement.

DISCUSSION

The special City Council meeting of December 4, 2023, is for the purpose of reviewing the intersection of certain state housing laws, e.g., Density Bonus and Housing Accountability Act, with the California Coastal Act and the City's certified Local Coastal Program (LCP). The presentation and discussion will be led by representatives of the Community Development Department and City Attorney's Office.

It is planned that in the City Manager's absence, Assistant City Manager Michael Ramirez would attend the December 4 special meeting. While no other special

meetings of the City Council are planned, Mr. Ramirez would also attend and any other special meeting that may be scheduled prior to Mr. Durflinger's retirement. Mr. Ramirez, pending contract approval, is scheduled to assume the City Manager role at 5:01 p.m. on December 8, 2023.

POLICY CONSISTENCY

This agenda matter is consistent with the City's interest in ensuring continuity of government.

FINANCIAL CONSIDERATIONS

There are no financial considerations presented with this report.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

This agenda matter is consistent with Chapter 2.08, City Manager, of the Carpinteria Municipal Code, in particular, Section 2.08.110, Powers and Duties.

OPTIONS

1. Excuse City Manager Dave Durflinger from attending City Council meetings after November 27, 2023 (Staff recommendation).

2. Decline to excuse City Manager Dave Durflinger from attending City Council meetings after November 27, 2023.

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

None

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

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
November 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Appointments of public members to Ad Hoc Harbor Seal Advisory Committee.

STAFF RECOMMENDATION

Make appointments to the Ad Hoc Harbor Seal Advisory Committee.

Sample Motion: I move to appoint the following public members _____ to the Ad Hoc Harbor Seal Advisory Committee.

BACKGROUND/DISCUSSION

The City Council originally formed the Ad Hoc Harbor Seal Advisory Committee on August 9, 2021 for the purpose of developing an understanding of the local harbor seal population, including causes of recent trends in births and haul-out numbers, and recommending to the City Council specific actions that it finds should be taken to mitigate habitat degradation and seal disturbances in the City.

The original Committee included Councilmembers Al Clark and Roy Lee as well as five additional members of the public who were appointed by the Council on January 24, 2022 and June 13, 2022. On July 10, 2023, the Council received and filed the Carpinteria Harbor Seal Rookery Report and directed staff to return at a future Council meeting with the possibility of re-establishing the Harbor Seal Advisory Committee. On September 25, 2023, the Council initiated the process to re-establish the Committee consisting of two Councilmembers and five members of the public. On October 23, 2023, the City Council adopted Resolution No. 6271 (Attachment A), re-establishing the Committee and appointing Councilmembers Mónica Solórzano and Natalia Alarcon to serve as Council representatives.

The City has received nine applications (Attachment B) from the following interested individuals to serve as the public members of the Committee:

- Andrew Brooks
- David Allen
- David Springer
- Mike Wondolowski
- Susan Mailheau
- Randall Moon

- C. Kathleen Lord
- Cynthia Steen
- Danel Trevor

The purpose of this agenda matter is for the Council to consider making appointments to fill the five public member positions on the Harbor Seal Advisory Committee. The term of the five public members on the Harbor Seal Advisory Committee will be until the Committee has completed its work, but no later than December 30, 2024, unless extended by the City Council.

POLICY CONSISTENCY

This agenda matter is consistent with the City Council's authority and interest in efficient, transparent, and accountable local government decision-making.

FINANCIAL CONSIDERATIONS

There will be no effect on any City fund with appointments to the Harbor Seal Advisory Committee.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal nor risk management considerations presented with this report.

OPTIONS

1. Make appointments to the Harbor Seal Advisory Committee. *(Staff recommendation)*
2. Not make appointments to the Harbor Seal Advisory Committee and provide further direction to staff as determined appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

Applicants have been advised of the meeting date and invited to attend.

ATTACHMENTS

A: Resolution No. 6271
B: Applications

Staff contact: Brian C. Barrett, City Clerk
(805) 755-4446; brianb@ci.carpinteria.ca.us

Brian C. Barrett
Signature

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

Signature

ATTACHMENT A:
Resolution No. 6271

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RESOLUTION NO. 6271

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, RE-FORMING AN AD HOC HARBOR SEAL ADVISORY COMMITTEE

WHEREAS, the City of Carpinteria continually works to develop programs that are consistent with the ideals of environmental consciousness, habitat conservation, and maintaining the ecological balance of coastal areas; and

WHEREAS, the City Council of the City of Carpinteria formed the Ad hoc Harbor Seal Advisory Committee on August 9, 2021 comprised of two Councilmembers and five members of the public; and

WHEREAS, that Committee's basic duty was to develop an understanding of the local harbor seal population, including causes of trends in births and haul-out number, and recommending to the City Council specific actions to mitigate habitat degradation and harassment of the harbor seal population in the City; and

WHEREAS, the City Council accepted and filed the 2023 Harbor Seal Rookery Report, including its recommendations, at its regular meeting of June 30, 2023, and, as such, the Ad hoc Harbor Seal Committee's work was concluded; and

WHEREAS, the City Council from time to time finds it beneficial to re-form a committee of its members in order to further address the Harbor Seal matters that were the subject of the prior Committee and to make recommendations concerning the implementation of the Report's recommendations. particular subject or work matter, and to make related recommendations to the City Council; and

WHEREAS, the City Council has determined desirable to establish an Ad hoc advisory committee consisting of seven members, two of which will be Councilmembers and five members of the public; continuing to study the decline in numbers of harbor seals, issues and opportunities for protecting harbor seal habitat in the City of Carpinteria, and recommendations for City actions; and

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct, and incorporated herein by reference.

SECTION 2. The Carpinteria City Council herby creates the Ad hoc Harbor Seal Advisory Committee consisting of two Councilmembers and five members of the public. Councilmember Solorzano and Vice Mayor Alarcon.

SECTION 3. The Harbor Seal Advisory Committee shall be responsible for making recommendations to the City Council concerning developing an understanding of the local harbor seal population, including causes of recent trends in births and haul-out numbers, and advancing the recommendations from the 2023 Harbor Seal Rookery report to mitigate habitat degradation and incidents of harassment in the City.

SECTION 4. The Harbor Seal Advisory Committee shall be dissolved upon completion of its work, but no later than December 30, 2024, unless extended by the City Council.

PASSED, APPROVED AND ADOPTED on this 23rd day of October, 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 resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on October 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

ATTACHMENT B:
Applications

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CITY OF CARPINTERIA
APPLICATION FOR APPOINTMENT TO A CITY BOARD, COMMISSION OR COMMITTEE

Please return to: City Clerk's Office
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

RECEIVED
CITY OF CARPINTERIA
OCT 25 2023
BRIAN C. BARRETT
CITY CLERK

BOARD, COMMISSION OR COMMITTEE APPLYING FOR:
Ad Hoc Harbor Seal Advisory Committee

APPLICANT: Andrew Brooks

Name

[redacted] [redacted]

Home Address — Email

Marine Science Institite, Building 520, Univ. of California, Santa Barbara, CA 93106-4105

Business Address — Phone Number(s)

Are you a resident of the City of Carpinteria? No

EXPERIENCE/BACKGROUND:
I am a marine ecologist specializing in the population and community ecology of marine species (See https://msl.ucsb.edu/people/research-scientists/andrew-brooks)

Education
PhD in Ecology, Evolution and Marine Biology, 1999, UC Santa Barbara

Present Occupation (Please describe any relevant past work experience.)
SeniorProjectScientistandDirector,CarpinteriaSaltMarshReserve

Memberships in Organizations
Western Society of Naturalists, NSF Long-Term Ecological Reserach site

Reasons why you believe you should be appointed (attach additional sheets if needed.):
As a marine ecologist with over 40 years experience conducting research in the Southern California Marine ecosystem, I feel I bring a deep understanding of the natural and anthropogenic factors that influence the population dynamics of animals like the harbor seal. I also have been the Director of the UC Natural Reserve System's Carpinteria Salt Marsh since 2001, so I have experience in the marine environment near Carpinteria

Please list City Commission/Committee/Board (including dates) you are currently serving on or have served on: Ad Hoc Harbor Seal Advisory Committee

I, the undersigned, hereby certify that all the statements contained herein above, are true and correct to the best of my knowledge and belief. I understand that false statements in my application will disqualify me from service on any Commission/Committee/Board of the City of Carpinteria. **If appointed, I understand I will be responsible for filing an annual Statement of Economic Interests and fulfilling ethics training, and failure to do so in a timely manner may be cause for termination of position.** This application is a public document and is available for review. You are strongly encouraged to attend the Council meeting when appointment is being made.

THIS APPLICATION MUST BE SIGNED AND DATED

Andrew Brooks — Signature

25 October 2023 — Date

Rev. 06/15/22

CITY OF CARPINTERIA
APPLICATION FOR APPOINTMENT TO A CITY BOARD, COMMISSION OR COMMITTEE

Please return to: City Clerk's Office
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

RECEIVED
OCT 27 2023
CITY OF CARPINTERIA

BOARD, COMMISSION OR COMMITTEE APPLYING FOR: HARBOR SEAL ADVISORY COMMITTEE

APPLICANT: DAVID L. ALLEN
Name

[redacted] [redacted]
Home Address Email

[redacted] [redacted]
Business Address Phone Number(s)

Are you a resident of the City of Carpinteria? YES

EXPERIENCE/BACKGROUND:
U.C.S.B - MINOR BIOLOGY. U.C. BERKELEY J.D (LAW)
Education
RETIRED. SR. DEPUTY COUNTY COUNSEL S.B COUNTY (LAND USE/LITIGATION)
Present Occupation (Please describe any relevant past work experience.)

Memberships in Organizations - NONE.

Reasons why you believe you should be appointed (attach additional sheets if needed.): THE HARBOR SEALS ARE AN IMPORTANT PART OF CARPINTERIA'S IDENTITY AND PROTECTION IS INTEGRAL TO OUR DEDICATION TO PRESERVING CARPINTERIA'S NATURAL ATTRIBUTES. I AM ONE OF SEALWATCH'S FOUNDERS. FOR SEVERAL YEARS I HAVE COMPILED STATISTICS AND REPORTED IN THE COASTAL VIEW (NUMBERS, TYPES OF DISTURBANCES, VISITORS)

Please list City Commission/Committee/Board (including dates) you are currently serving on or have served on: PLANNING COMMISSION 1990 - PRESENT. COSMAB/BAB SINCE INCEPTION. G.P.AC WHILE ACTIVE. 1ST HSAC: I BELIEVE I WAS HELPFUL IN CONTRIBUTING TO THE HSAC RECOMMENDATIONS.

I, the undersigned, hereby certify that all the statements contained herein above, are true and correct to the best of my knowledge and belief. I understand that false statements in my application will disqualify me from service on any Commission/Committee/Board of the City of Carpinteria. **If appointed, I understand I will be responsible for filing an annual Statement of Economic Interests and fulfilling ethics training, and failure to do so in a timely manner may be cause for termination of position.** This application is a public document and is available for review. You are strongly encouraged to attend the Council meeting when appointment is being made.

THIS APPLICATION MUST BE SIGNED AND DATED

Signature

10/27/23
Date

Rev. 06/15/22

CITY OF CARPINTERIA
APPLICATION FOR APPOINTMENT TO A CITY BOARD, COMMISSION OR COMMITTEE

Please return to: City Clerk's Office
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

RECEIVED
CITY OF CARPINTERIA
OCT 30 2023
BRIAN C. BARRETT
CITY CLERK

BOARD, COMMISSION OR COMMITTEE APPLYING FOR: HARBOR SEAL ADVISORY COMMITTEE

APPLICANT: DAVID SPRINGER

Name [redacted]

Home Address [redacted] Email [redacted]

Business Address Phone Number(s)

Are you a resident of the City of Carpinteria? YES

EXPERIENCE/BACKGROUND:

BA GEOLOGY + ENV. STUDIES, UCSB; MA GEOGRAPHY (HYDROLOGY), UCSB
Education

RETIRED FROM 35 YEARS AS PROGRAM MANAGER/GEOLOGIST
Present Occupation (Please describe any relevant past work experience.)

VENTURA GEM & MINERAL SOCIETY, V.P.; SEAL WATCH VOLUNTEER
Memberships in Organizations

Reasons why you believe you should be appointed (attach additional sheets if needed.):

AS A SCIENTIST OVER THE PAST 35 YEARS, I HAVE WORKED IN THE ENVIRONMENTAL INDUSTRY CLEANING UP CONTAMINATED SOIL AND GROUNDWATER. I UNDERSTAND WORKING WITH STAKEHOLDERS. [SEE ATTACHED].

Please list City Commission/Committee/Board (including dates) you are currently serving on or have served on: NONE

I, the undersigned, hereby certify that all the statements contained herein above, are true and correct to the best of my knowledge and belief. I understand that false statements in my application will disqualify me from service on any Commission/Committee/Board of the City of Carpinteria. **If appointed, I understand I will be responsible for filing an annual Statement of Economic Interests and fulfilling ethics training, and failure to do so in a timely manner may be cause for termination of position.** This application is a public document and is available for review. You are strongly encouraged to attend the Council meeting when appointment is being made.

THIS APPLICATION MUST BE SIGNED AND DATED

David Springer
Signature

10/28/2023
Date

Rev. 08/15/22

28 Oct 2023

Continued explanation of "Reasons why you believe you should be appointed:

I am accustomed to working with Federal, State and County officials. My last 22 years have been focused on work at Vandenberg AFB. I managed several very large programs for environmental engineering companies and was engaged in environmental restoration activities and program management overseeing this work. We regularly interfaced with stakeholders in formal meetings and presented our findings and recommendations from work completed, engaged in negotiations, and ultimately cleaned/closed scores of sites etc. In our work, we were required to protect 13 threatened or endangered species, working closely with representatives from CA Dept of Fish and Wildlife, and in accordance with requirements set forth by the US Fish and Wildlife Service. I am comfortable with data and use my discipline as a scientist to comb through data seeking answers to questions. I believe these skills would be of benefit on a committee level. Also, as a recent volunteer for Seal Watch this past year, I have grown very fond of our local seal population and seek to help protect their way of life.

CITY OF CARPINTERIA
APPLICATION FOR APPOINTMENT TO A CITY BOARD, COMMISSION OR COMMITTEE

Please return to: City Clerk's Office
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

RECEIVED
CITY OF CARPINTERIA
OCT 30 2023
BRIAN C. BARRETT
CITY CLERK

BOARD, COMMISSION OR COMMITTEE APPLYING FOR:
Ad Hoc Harbor Seal Advisory Committee

APPLICANT: Mike Wondolowski
Name

[redacted] [redacted]
Home Address Email

N/A [redacted]
Business Address Phone Number(s)

Are you a resident of the City of Carpinteria? No

EXPERIENCE/BACKGROUND: 35 yrs volunteer enviro and land use planning advocacy & community education and organizing. Also 35 yrs professionally analyzing & solving complex problems.

Education
MS Electrical and Computer Engin, UCSB 1989, BS Chemical Engin, UC Berkeley 1986

Present Occupation (Please describe any relevant past work experience.)
Principal Electrical Engineer / Engineering Manager

Memberships in Organizations CVA President, SB Channelkeeper Past President, Citizens for Goleta Valley Past President, Save Ellwood Shores founding board member and Past President

Reasons why you believe you should be appointed (attach additional sheets if needed.):
Please see attached.

Please list City Commission/Committee/Board (including dates) you are currently serving on or have served on: None

I, the undersigned, hereby certify that all the statements contained herein above, are true and correct to the best of my knowledge and belief. I understand that false statements in my application will disqualify me from service on any Commission/Committee/Board of the City of Carpinteria. **If appointed, I understand I will be responsible for filing an annual Statement of Economic Interests and fulfilling ethics training, and failure to do so in a timely manner may be cause for termination of position.** This application is a public document and is available for review. You are strongly encouraged to attend the Council meeting when appointment is being made.

THIS APPLICATION MUST BE SIGNED AND DATED

Signature Date

Rev. 06/15/22

Supplemental Information for Application for Appointment to Carpinteria Ad Hoc Harbor Seal Advisory Committee

Mike Wondolowski

I am pleased the City of Carpinteria has recognized the importance of the Carpinteria Harbor Seal Rookery, understands that its future is uncertain, and has chosen to take action to protect this important natural resource.

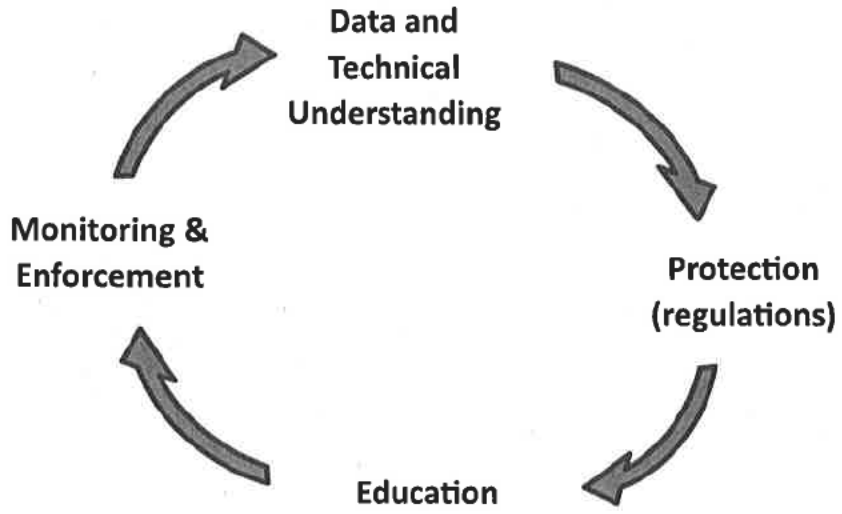
I enthusiastically supported creating the first Ad Hoc Harbor Seal Advisory Committee. That committee was a good first step, and it generated an excellent list of potential actions to protect the rookery. However, its final report provided no insight into their process, or even documentation of the declining seal population or identification and analysis of possible root causes. The new committee must first provide this context and justification for action, and then recommend a prioritized set of actions, along with clear and transparent rationale for the recommendations.

Based on my training and experience, both professionally and volunteer, I believe I would make positive contributions to the work of the new committee.:

- I have over 40 years of training and experience in team development, problem solving, and meeting facilitation.
- This training and experience includes formal training by Interaction Associates in San Francisco on group dynamics, decision making, and meeting facilitation. It also includes extensive volunteer experience facilitating meetings, running retreats and trainings, as well as training leaders how to perform these types of trainings.
- Over the past 35 years I have served as Board Member and President of the Board of Directors of multiple local non-profit organizations that focus on environmental and land-use planning issues, roles that entail significant consensus-building across a diverse set of viewpoints and perspectives.
- Professionally, I work as an engineering manager with 35 years of engineering experience analyzing and solving complex technical problems. Although this work is not in the field of marine mammals, it does involve developing action plans based on the best information available about the root cause of a problem, even when every detail is not known. These action plans require the buy-in of a diverse set of stakeholders, which requires that everyone have visibility into the process and rationale behind decisions. This is very much what is necessary for the Harbor Seal Advisory Committee.

The purpose statement of the new committee includes completing the part of the charter of the first committee that was left unaddressed in its final report: developing an understanding of the local harbor seal population, including of recent trends in births and haul-out numbers. This information is necessary to make any reasonable decisions about what specific actions should be taken to address threats to the rookery.

Below is a graphic I presented to the City Council at the time of the creation of the first committee. This graphic shows that all potential actions related to the harbor seal rookery generally fall into one of four categories, all of which are necessary and, in fact, inter-related:



Outside of gathering data and developing technical understanding, each possible action addresses different underlying root causes. It is key for the committee to recognize this framework and to document that relationship for each recommended action. That clear information will allow the City Council to justify expending the funds and staff time required to implement each action.

Therefore, I propose the following general steps for the new committee:

1. Document population declines at the seal rookery. (The Seal Watch data shows this, but this information was not included in the final report from the original committee.) This data nails down the problem to be solved.
2. List all the possible/reasonable causes of the problem. For each possible cause, grade/score it for how likely it is to be a significant contributor. If there is not enough information available to make even a rough estimate, identify what specific action would be necessary to collect the required information.
3. Then list all the possible actions (starting with the list the first committee generated). Identify what cause(s) each action would address, and how much it can be expected to reduce that cause.
4. From this analysis, prioritize the actions to be taken (identified in both #2 and #3 above) that will have the largest impact on the problem.
5. Develop a prioritized set of recommended actions for the City Council. This list must include considerations for timeframe, feasibility, and cost, and put extra weight on near-term results.

There is a lot of judgement to be made in each of the steps listed above since all the relevant data may not be available within a reasonable timeframe or at a reasonable cost. But this is a clear process that provides a framework for justifying the allocation of funds to the highest priority actions. The benefit of this process is that it can be iterative and can include very rough guesses to get through it the first time and develop a few recommended actions. Then more detailed analysis and expert opinion can be examined to refine the analysis. But the process does not need to get in the way of action.

I would be honored to be selected to be part of the new committee to move this process forward and protect the important and rare local natural wonder that is the Carpinteria Harbor Seal Rookery.

Mike Wondolowski

[redacted]

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OCT 30 2023
BRIAN C. BARRETT
CITY CLERK

BOARD, COMMISSION OR COMMITTEE APPLYING FOR:

APPLICANT: Susan Mailheau, DVM
Name

[redacted] [redacted]
Home Address Email

NA [redacted]
Business Address Phone Number(s)

Are you a resident of the City of Carpinteria? yes

EXPERIENCE/BACKGROUND:
See attached

Education
DVM, BS Wildlife Management, BA Zoology, minor Animal Behavior

Present Occupation (Please describe any relevant past work experience.)
See attached, also managed the Rehabilitation Facility (Game Pens) at Humboldt State University

Memberships in Organizations
See attached, Currently Volunteer member of CIMWI and Seal Watch

Reasons why you believe you should be appointed (attach additional sheets if needed.):
Please see the three-page attachment and publication submitted along with this application

Please list City Commission/Committee/Board (including dates) you are currently serving on or have served on: Tree Advisory Board

I, the undersigned, hereby certify that all the statements contained herein above, are true and correct to the best of my knowledge and belief. I understand that false statements in my application will disqualify me from service on any Commission/Committee/Board of the City of Carpinteria. **If appointed, I understand I will be responsible for filing an annual Statement of Economic Interests and fulfilling ethics training, and failure to do so in a timely manner may be cause for termination of position.** This application is a public document and is available for review. You are strongly encouraged to attend the Council meeting when appointment is being made.

THIS APPLICATION MUST BE SIGNED AND DATED

Signature 10/28/23 Date

Rev. 06/15/22

Seal Advisory Committee Application
Susan L. Mailheau, DVM

I am applying for the Re-formation of the Harbor Seal Advisory Committee. The purpose of this committee is to continue to understand the recent trends in the local harbor seal population and identify actions to mitigate habitat degradation and incidents of harassments in the seal sanctuary, and to advance the recommendations of the former Harbor Seal Advisory Committee.

As I emphasized in my previous application, in Carpinteria we have been entrusted with the mere 1500 feet of sanctuary the harbor seals have called home year-round, delighting both visitors and residents. As is evident from my background, summarized below, I have spent years working to improve the health and well-being of our local harbor seals. In addition, I have spent my entire career improving the health and well-being of animals in general. I believe that my unique skill set will accelerate the laudable goal of returning the local rookery to a healthy state—enabling people to continue visiting this rare attraction.

The challenges in committee member selection:

- The City acknowledges the observed decline in the harbor seal population,
- recognizes the need for rapid and accurate data and seeks actionable recommendations within a year,
- seal pupping season is rapidly approaching
- challenges to the seals' survival are mounting and include predation, disease, diminishing food supply in the changing climate, and increasing human interaction.

Why I believe I should be appointed to this committee

As a Seal Watch and CIMWI volunteer I know first-hand that the seals' welfare is jeopardized on a daily basis. CIMWI has made enumerable publications available to me, and my knowledge of the seals is limited only by my motivation to learn.

I believe that arriving at meaningful recommendations requires at least a few members such as myself who are experienced in mammalian physiology, in medicine, in behavior, and, specifically, in the population dynamics of harbor seals.

I bring a unique skill set to the challenges facing this committee. A detailed summary of my credentials is provided below. It reveals that I have formal education in wildlife management, zoology, and a doctorate degree in veterinary medicine. I have trained in mammalian physiology, disease and behavior, and I have a demonstrable commitment to the well-being and stewardship of this seal colony.

Education

In my studies at Humboldt State University I earned a Bachelor of Science degree in Wildlife Management and a Bachelor of Arts in Zoology with a minor in Animal Behavior. This training has provided me with knowledge about animals in the wild which has allowed me to understand the survival skills required of the seals. It has also taught me that the stress response impacting wild animals can cause perturbations in the reproductive cycle that can alter population numbers. My veterinary training has provided me with a keen eye for subtle as well as major health threats and the ability to assess potential causes.

Experience and Training

Scientific Research

I have several years of experience conducting research at UCLA, Cal Tech, and UW. This has allowed me to extract relevant data in the literature. With this data, and my study of harbor seals specifically, I foresee that the recently observed changes in harbor seal counts will soon be a major population decline if this trend continues.

Seal Watch and Channel Islands Marine and Wildlife Institute (CIMWI)

Volunteer training and experience has facilitated my intimate knowledge of the life history of harbor seals. Serving as a docent has enhanced the public's understanding of harbor seals while greatly enriching my own appreciation of these fascinating animals. In my work with CIMWI I have spent multiple days 10-20 feet from a marine mammal to assess its condition during which time I learned to correlate subtle changes in sensory perception and behavior unique to that species that are associated with injury or disease. (An example of this statement is that a greatly injured sea lion will allow a close approach, while a harbor seal will drag itself to the sea when approached from a much greater distance.

Leadership

Past president of the veterinary association of Puget Sound

I have a track record of both forming and chairing committees serving my profession and the public with proven success. These committees, such as Continuing Education, Disaster Preparedness, and Animal Cruelty Education, required me to reach out to national experts effectively. Without the skill and effort to do so, little significant knowledge can be obtained.

Communication skills

For four years I was a featured guest veterinarian on Northwest Cable News, making regular live appearances. The challenge of unscripted TV appearances prepared me to speak with the public. Experience has helped me develop diplomacy in dealing with conflicting concerns and wishes. Experience as a veterinarian, as a disaster preparedness committee chair, and as a volunteer have helped me develop diplomacy in what can be emotionally charged settings. This diplomacy requires lifelong learning skills. Therefore, I feel poised to make real world recommendations that fit with the composition of this town, and that focus on balanced solutions.

On 10/23/23 the Council voted unanimously to form this new council. In my application for committee selection, I would like to point out a few more of my attributes that may help to advance the progress of the last committee. It is time to make substantive progress before the decline in counts removes this colony altogether.

As my previous application pointed out my experience includes:

- Research at UCLA, Caltech, and UW,
- Practice of veterinary medicine including cats, dogs, and exotic species,
- Published success at answering important questions.

I am attaching one of my most recent publications.
In this study I served as a veterinarian with many years of experience in practice to help in the study design and the selection of privately owned domestic dogs. I designed a questionnaire and interviewed the many owners eager to participate.
Our team included the Chairman of Biology at UW, the PI of the Dog Aging Project, and several experts on dogs and aging. The question was: can an FDA-Approved drug derived from a compound found originally on Easter Island in Chili and shown to prolong lives help to prolong the lives of dogs. This project has had great success.
https://europepmc.org/backend/ptpmcrender.fcgi?accid=PMC5411365&blobtype=pdf

This publication is offered by way of demonstrating what I can accomplish in a working group of professionals who accept the varied expertise each brings to the table toward advancing a common goal. I believe that such a group of individuals with varied expertise may advance worthwhile progress on behalf of the seals.

The first HSAC, composed primarily of lay seal watchers, reached important conclusions with the unified observations of the harm done to seals by tourists entering the beach the seals regard as their shelter. We agreed that education is a key measure to minimize this harm. But I ask, how much more can we learn, what imagination can we apply, how many farther-reaching measures can we take, and what greater safeguards can we institute, if we have a varied group of proven individuals? All we need is the will.

Susan Mailheau, DVM

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OCT 30 2023
BRIAN C. BARRETT
CITY CLERK

BOARD, COMMISSION OR COMMITTEE APPLYING FOR:
HARBOR SEAL Advisory Committee

APPLICANT: RANDALL MOON
Name

[redacted] [redacted]
Home Address Email

SAME [redacted]
Business Address Phone Number(s)

Are you a resident of the City of Carpinteria? yes

EXPERIENCE/BACKGROUND:

Education
BA New College, PhD Univ. of Washington Dept of Zoology, postdoc Caltech

Present Occupation (Please describe any relevant past work experience.)
Professor Emeritus Dept. of Pharmacology, Univ. of Washington School of Medicine

Memberships in Organizations
Volunteer; Seal Watch, ,Volunteer: Channel Island Marine and Wildlife Institute

Reasons why you believe you should be appointed (attach additional sheets if needed.):

ATTACHED

Please list City Commission/Committee/Board (including dates) you are currently serving on or have served on: NONE

I, the undersigned, hereby certify that all the statements contained herein above, are true and correct to the best of my knowledge and belief. I understand that false statements in my application will disqualify me from service on any Commission/Committee/Board of the City of Carpinteria. **If appointed, I understand I will be responsible for filing an annual Statement of Economic Interests and fulfilling ethics training, and failure to do so in a timely manner may be cause for termination of position.** This application is a public document and is available for review. You are strongly encouraged to attend the Council meeting when appointment is being made.

THIS APPLICATION MUST BE SIGNED AND DATED

R Moon — 28 Oct 2023
Signature Date

Rev. 06/15/22

Qualifications of RANDALL MOON

I have been walking to the beach see the harbor seals for years, as hanging out with seals was the only way for me to see my seal-loving wife-who practically lives at the rookery. The more I learned about harbor seals the more impressed I became and the more that I feel compelled to insure their survival. What I bring to the table is over 30 years of leading research in cancer biology, regeneration, and drug discovery. In addition to being a medical school professor I was the founding director of the first stem cell institute in Seattle, and I have co-founded two successful biotech companies, which depended on effectiveness as a member on committees.

HITTING THE GROUND RUNNING: While I did not serve on the initial harbor seal advisory committee, I have been heavily involved behind the scenes through discussions with Dr. Susan Mailheau, my wife, who was a member of the original harbor seal committee. I am very familiar with the committee report to the City Council and the steps to take to restore the health of the seal population.

One of the first tasks I would take would be to improve the recruitment and retention of volunteers. Seal Watch must become a year-round organization but meeting this goal will be difficult since Seal Watch has been unable to fully staff the monitoring for even 5 months. From Seal Watchers who have stopped volunteering I have learned that volunteers often feel invisible, and that their contributions are not acknowledged. I can improve on this record.

LESSONS FROM THE FIRST SEAL COMMITTEE: Our suggestion made at council meetings and letters has discussed the benefits of recruiting experts to this committee. This would help insure that decisions are based on sound data. Without an understanding of how to obtain data using the scientific method it would be easy for the committee to get side-tracked. For example, it took several years for Seal Watch to accept readily available data that the seal population was declining, and the role of human disturbances in this decline was not widely appreciated. I would help focus on reducing these disturbances, relying on existing law embodied in the Marine Mammal Protection Act.

CULTIVATING PARTNERSHIPS: I also bring to the committee an existing relationship with the Channel Island Marine and Wildlife Institute (CIMWI). CIMWI is the only organization in Santa Barbara and Ventura counties allowed to intervene and treat seals and sea lions. Susan and I have completed CIMWI training and we have spent years as volunteers, providing us with unique hands-on knowledge of seal injuries, health, and illnesses. In addition to coordinating with this non-profit, I would work with CIMWI in an effort to include seal watch volunteers in the boat trips to release rehabilitated seals to the wild. These releases occur in the Channel Islands, and would help reward volunteers for their service.

I am confident that this committee can lead the restoration of a healthy rookery, provided that planned development of the nearby bluffs does not impact the seals, which is an open issue.

CITY OF CARPINTERIA
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OCT 31 2023
CITY OF CARPINTERIA

BOARD, COMMISSION OR COMMITTEE APPLYING FOR:
Ad Hoc Harbor Seal Advisory Committee

APPLICANT: C. KATHLEEN LORD

Name
C Kathleen Lord

[redacted]
Email

Home Address
[redacted]

[redacted]
Phone Number(s)

Business Address

Are you a resident of the City of Carpinteria? Yes

EXPERIENCE/BACKGROUND:

Education
BA UCSB (Fine Art Major & Sociology Minor) Graduate study @ University of Guanajuato, Mexico (1 yr)

Present Occupation (Please describe any relevant past work experience.)
Artist ~ Residential, Graphic & Interior Designer

Memberships in Organizations
CURRENT: SealWatch, Art Center & Historical Museum PAST: Citizens for the Bluffs (board member & head of monument design cmte) & Carpinteria Creek Committee

Reasons why you believe you should be appointed (attach additional sheets if needed.):
I am a founding & current member of SealWatch .... See attached ...

Please list City Commission/Committee/Board (including dates) you are currently serving on or have served on: Ad Hoc Harbor Seal Advisory Cmte (2021-2), ARB (1991-93?), Vision 2020 "Identity Cmte" (1998?)

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THIS APPLICATION MUST BE SIGNED AND DATED

C Kathleen Lord
Signature

Oct 31, 2023
Date

Rev. 06/15/22

City Ad Hoc Harbor Seal Advisory Committee Oct_30_2023

I have observed our Harbor Seal Colony for more than 33 years. Perhaps I am a naturalist. I was part of the City committee tasked with how to enforce Ordinance #470. Fencing & signs were discussed. I suggested the idea of having volunteers on the beach to alert passers by about the beach closure & tell them about why the beach was closed. Signs were chosen as the means of enforcement but when the signs were not yet finished and the pups were arriving. UCSB scientist Mark Holgren came to our door saying "We have to do your idea until the signs are up!". Within a week we had a group of volunteers on the beach. We were "talking signs". When the signs were installed we noticed they went un-noticed, un-heeded. So we volunteers stayed on. We were "Seal Watch".

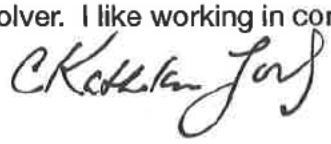
I have helped create numerous seal related signs working with the City, Chevron, Veneco & then Chevron again including directional signs painted on the pavement when the public was directed to pass thru the parking lot to the overlook viewing area and signs on the pier before we realized such placement legally reduced the size of the beach closure area. I also worked on the bi-lingual pictoral signs citing the Ordinance, the dates & the Marine Mammal Protection Act (MMPA) installed at the East & West boundaries, replacing the oversize standard stop signs that simply confused people. These are the signs currently used and pictured on the City website announcing the Dec 1st Beach Closure.

For at least 20 years we had no signs directing the public to the seal overlook. The seals were not on the "map". But the seals popularity increased with the WWWeb. A few years ago I headed up a Seal Watch subcommittee that created and funded an educational display with Harbor Seal biology, a large directional map, the City Ordinance, beach closure dates, the MMPA and photos. With State approval it was installed at the Campground Visitor Center.

Most recently I worked with Matt Roberts to create a 8 1/2 x 11" printable directional sign citing the Ordinance, the MMPA, the closure dates and educational information about the "why". These little printable signs were used by the State Park, local businesses, etc.

I have recently been the SealWatch/Chevron liason with reguard to liability releases, parking, and use of their property at the overlook.

I love the Harbor Seals and continue to learn about them from others more knowledgeable than myself. I am so happy we have "real nature" accessible to the public right here in our small town. It's a delicate balance we must work carefully to protect. I'm a creative thinker and problem solver. I like working in committees.

Kathleen 

PS ~ Just a little interesting history:

When the Citizens for the Bluffs "committee" designed the Bluffs monument we chose to make a to-scale topographical map of the property. We also choose to include and inlarge (highlight) the harbors seals. Why?

During the many hearings regarding the numerous proposed Bluffs developments the seals became a factor. The general public consensus was that the seals by their own preference only used the beach at night. Humans on the beach during the day was just fine. But a few people thought perhaps the day use by humans was forcing the seals to use the rookery area only at night. They hired scientists to study our Harbor Seals and educate our community. The seals wanted to use the rookery area 24/7. The potential impacts of development on the seals changed the dialogue. The seals helped save the Bluffs. And the concerned citizens began working with the City to protect the seals, eventually creating and passing Ordinanace #470.

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CITY OF CARPINTERIA

CITY OF CARPINTERIA
APPLICATION FOR APPOINTMENT TO A CITY BOARD, COMMISSION OR COMMITTEE

Please return to: City Clerk's Office
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

BOARD, COMMISSION OR COMMITTEE APPLYING FOR:
Seal Watch Advisory Board

APPLICANT:

Name
Cynthia (Cindy) Steen

[redacted]

Home Address
[redacted]

Email
[redacted]

Business Address

Phone Number(s)

Are you a resident of the City of Carpinteria? Yes. I am a resident. I am retired. Cell phone: [redacted]

EXPERIENCE/BACKGROUND:

Education
San Marcos High, Cal Poly San Luis Obispo (Bachelor of Agriculture Science and Master of Business Administration/Agribusiness Concentration).

Present Occupation (Please describe any relevant past work experience.)
I have been retired since 2020. I was a project director on USAID-funded projects in 5 countries, responsible for staff,planning, reporting, budgets, etc.

Memberships in Organizations
None currently.

Reasons why you believe you should be appointed (attach additional sheets if needed.):
I have been a Seal Watch volunteer for 2 seasons (since I retired and moved back to Carpinteria). I am committed to the well-being of our unique seal colony.

My experience as manager of complex projects with multiple stakeholders will serve the committee well.

I am interested in becoming involved in more community programs, and look forward to networking with committee members and city employees.

Please list City Commission/Committee/Board (including dates) you are currently serving on or have served on: n/a

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THIS APPLICATION MUST BE SIGNED AND DATED

CSteen
Signature

November 1, 2023
Date

Rev. 06/15/22

CITY OF CARPINTERIA
APPLICATION FOR APPOINTMENT TO A CITY BOARD, COMMISSION OR COMMITTEE

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CITY OF CARPINTERIA

Please return to: City Clerk's Office
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5775 Carpinteria Avenue
Carpinteria, CA 93013

BOARD, COMMISSION OR COMMITTEE APPLYING FOR: Seal Watch Advisory Comm.

APPLICANT: Danel Trevor

Name [redacted]

Home Address [redacted]

Business Address

N/A

Email [redacted]

Phone Number(s)

Are you a resident of the City of Carpinteria? Yes.

EXPERIENCE/BACKGROUND:

Education
10 year served as Volunteer for Seal Watch. Reg. X-Ray Tech

Present Occupation (Please describe any relevant past work experience.)
Program Director for American Cancer Society in Santa Barbara area.

Memberships in Organizations
Host, Carpinteria Seniors

Reasons why you believe you should be appointed (attach additional sheets if needed.):
Have 10 years Volunteer Service with Seal Watch Completed S.B. Museum of History Whale watch program and served as Volunteer for many years. Foot injury made me retire

Please list City Commission/Committee/Board (including dates) you are currently serving on or have served on: Carpinteria Mobile Home Advisory Rent Stabilization Board, 5 years.

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THIS APPLICATION MUST BE SIGNED AND DATED

Danel Trevor
Signature

11-16-23
Date

Rev. 06/15/22

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
November 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Authorize the City Manager to sign the Landscape Equipment Electrification Fund Program Application.

STAFF RECOMMENDATION

1. Authorize the City Manager to sign the Landscape Equipment Electrification Fund Program Application.
2. Approve a budget appropriation in the amount of $11,250 to the Right-of-Way Maintenance District Fund and $1,000 to the General Fund for Fiscal Year 2023-24 Budget.

Sample Motion: I move to:

1. Authorize the City Manager to sign the Landscape Equipment Electrification Fund Program Application; and
2. Approve a budget appropriation in the amount of $11,250 to the Right-of-Way Maintenance District Fund and $1,000 to the General Fund for Fiscal Year 2023-24 Budget. *(The motion requires a roll call vote.)*

BACKGROUND

The Landscape Equipment Electrification Fund (LEEF) Program is administered by the Santa Barbara County Air Pollution Control District (SBAPCD), and the LEEF Program offers an incentive to local agencies for replacing their gas-powered landscape equipment with electric landscape equipment. Under the LEEF Program, a voucher is issued to the participating local agency for the purchase of electric landscape equipment. The voucher covers the base cost of the electric landscape equipment, but it does not cover the sales tax, any fees, and shipping from the vendor.

The purpose of this agenda matter is for the City Council to authorize the City Manager to sign the LEEF Program Application and approve a budget appropriation in the amount of $11,250 to the Right-of-Way Maintenance District Fund and $1,000 to the General Fund for Fiscal Year 2023-24 Budget for the purchase of electric landscape equipment in order to replace gas-powered landscape equipment.

DISCUSSION

A copy of the LEEF Program Application is shown as Attachment A, and the proposed list of electric landscape equipment is shown therein. The proposed list of electric landscape equipment was preapproved by SBAPCD. The proposed list of gas-powered landscape equipment for replacement is listed in Resolution No. 6281 as shown as Attachment B. On November 13, 2023, the City Council adopted Resolution No. 6281, declaring said list of gas-powered landscape equipment as surplus assets and authorizing the disposal thereof.

Should the City Council authorize the City Manager to sign the LEEF Program Application, the LEEF Program does require for the City to dispose of the gas-powered landscape equipment at a SBAPCD-designated dismantler location and submit copies of both the purchase receipt of the electric landscape equipment and a Certificate of Destruction from the designated dismantler.

The total estimated cost of the proposed electric landscape equipment is approximately $10,260. The Right-of-Way Maintenance District Fund in the Fiscal Year 2023-24 Budget is proposed to fund the cost, but a budget appropriation in the amount of $11,250 would be needed in order to cover the base cost of the electric landscape equipment, sales tax, any fees, and shipping from the vendor. Of the $11,250, the $10,260 would be offset by the LEEF Program and the balance will be paid from the General Fund.

POLICY CONSISTENCY

The recommendation is consistent with Section 3.32.050 of the Carpinteria Municipal Code, which authorizes the City Manager, as purchasing officer, in part, to supervise the exchange or trade-in of all supplies and equipment that have become unsuitable for City use.

The recommendation is also consistent with the Sustainable Community Policy (Resolution No. 5500):

Energy Conservation

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.

The recommendation is also consistent with the Environmentally Preferable Purchasing Policy (Resolution No. 5686):

4.3 Energy Efficient and Water Saving Products

4.3.1 Purchase energy-efficient equipment with the most up-to-date, economically feasible, and proven energy efficiency functions. This includes, but is not limited to, high efficiency space heating systems and high efficiency space cooling equipment.

Finally, the recommendation may be found consistent with the NPDES Phase II Small MS4 Permit[1] 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.

FINANCIAL CONSIDERATIONS

$11,250 Increase to FY 2023-24 Budget (Right-of-Way Maintenance District Fund) and $1,000 Increase to FY 2023-24 Budget (General Fund). $11,250 increase to 209-441-5568 – Minor Equipment. Purchase is offset by the $10,250 LEEF Program 209-441-4380 – County Grant and $1,000 transfer from General Fund (Expenditure 101-999-5907) to Right-of-Way Maintenance District Fund (Revenue 209-999-5900).

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

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

OPTIONS

1. Authorize the City Manager to sign the LEEF Program Application and approve a budget appropriation in the amount of $11,250 to the Right-of-Way Maintenance District Fund and $1,000 to the General Fund for Fiscal Year 2023-24 Budget. (Staff recommendation)
2. Do not approve the resolution and direct staff as determined appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: LEEF Program Application
Attachment B: Resolution No. 6281

[1] *National Pollutant Discharge Elimination System (NPDES) General Permit for Waste Discharge Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems*

Staff contact:
Stephon Downes, Management Analyst
(805) 755-4446; stephond@carpinteriaca.gov

for _____
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

LEEF Program Application

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LANDSCAPE EQUIPMENT ELECTRIFICATION FUND (LEEF) PROGRAM 3

VOUCHER

Contact Information: LEEFProgram@sbcapcd.org; (805) 979-8263

Voucher #: 34	Organization: City of Carpinteria
Date Issued: 10/30/23	Voucher Expiration Date: 11/29/23 **Close out documentation must be submitted before this date**
Maximum Voucher Amount for Approved Trade-ins*: $10,259.74	

*Must be for approved trade-ins as specified in the Approved Purchase List and Approved Disposal List (see below). Actual reimbursement amounts may be reduced based on the final cost of eligible equipment identified in the purchase receipt upon documentation submittal for payment.

APPROVED PURCHASE LIST

Equipment Type	Manufacturer	Model	Retailer	Price (each piece)	# pieces	Total Price
trimmer	Stihl	FSA 135R	A-Ok Power Equipment	$ 409.99	3	$ 1,229.97
chainsaw	Stihl	MSA 220 C-B	A-Ok Power Equipment	$ 409.99	3	$ 1,229.97
leaf blower	Stihl	BGA 200	A-Ok Power Equipment	$ 479.99	3	$ 1,439.97
leaf blower	Stihl	BGA 300	A-Ok Power Equipment	$ 699.99	1	$ 699.99
trimmer	Stihl	HTA 50	A-Ok Power Equipment	$ 519.99	1	$ 519.99
battery	Stihl	AP 300	A-Ok Power Equipment	$ 239.99	6	$ 1,439.94
battery	Stihl	AP 500 S	A-Ok Power Equipment	$ 379.99	6	$ 2,279.94
battery	Stihl	AR 1000	A-Ok Power Equipment	$ 699.99	1	$ 699.99
charger	Stihl	AL 301-4	A-Ok Power Equipment	$ 359.99	2	$ 719.98
					Total Price Equipment	$ 10,259.74
					Total Max Voucher	**$ 10,259.74**

APPROVED DISPOSAL LIST

Equipment Type	# Pieces
trimmer	4
chainsaw	3
leaf blower	4

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INSTRUCTIONS

You have 30 days from the time of voucher issuance to complete equipment purchase, equipment disposal, and submission of close out paperwork to the District for payout. If you experience delays in receiving the new equipment after purchase, please contact the District for a potential extension. However, this extension does not waive the requirement that you must scrap your old gas/diesel equipment and submit payout documentation to the District within 30 days of receiving the new equipment.

1. Purchase equipment from Approved Purchase List. The District must be contacted to change any equipment details other than what is approved in the provided list.
2. Dispose of equipment from Approved Disposal List with a participating dismantler (dismantler list provided). Please ensure that the equipment is drained of all fuels before bringing them into the dismantler. Have the dismantler sign the Certificate of Destruction (provided) and obtain a receipt.
3. To receive reimbursement, submit this signed voucher along with the following before the Voucher Expiration Date:
   a. Receipts of all purchased equipment;
   b. Substitute W-9 Form, exact form provided with this voucher (including voided check);
   c. Receipt from dismantler
4. Submittal packets may be emailed to the District at LEEFProgram@sbcapcd.org or mailed or dropped off in person to:
   a. Santa Barbara County APCD, ATTN: LEEF Program, 260 N. San Antonio Rd., Santa Barbara, CA 93110 OR
   b. Santa Barbara County APCD, ATTN: LEEF Program, 301 E Cook St., Suite L, Santa Maria, CA 93454
5. The District will reimburse your organization via direct deposit within 45 days.

VOUCHER DISCLAIMER

1. This voucher is valid for the purchase of electric landscaping equipment as specified in the Approved Purchase List.
2. Equipment to be disposed must be in operable condition. Equipment in the Approved Disposal List must be scrapped in order to receive reimbursement for the corresponding purchased equipment.
3. The applicant may not purchase the new electric equipment until they have received the voucher. Equipment that has been purchased prior to voucher issuance is not eligible for reimbursement.
4. The new equipment must be used a majority of the time (greater than 50%) within Santa Barbara County for at least the next 36 months. The participant will not remove the equipment from service or permanently relocate the equipment out of the County without prior approval by the District.
5. This Voucher will be forfeited if false information is provided to the District.

RECIPIENT SIGNATURE

Organization:	
Representative Name:	Representative Title:
Representative Signature:	Date:

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A. Applicant Information

1. Company/Organization Name:
City of Carpinteria

2. Organization Type:
- ☐ Commercial landscaping business
- ☐ Commercial business (non-landscaping) with in-house landscape maintenance
- ☑ Public agency with in-house landscape maintenance
- ☐ School/School District/University with in-house landscape maintenance
- ☐ Nonprofit organization. Please provide Employment Identification Number (EIN): _____

3. Contact Name and Title:
Stephon Downes, Management Analyst

4. Street Address:
5775 Carpinteria Avenue

5. City:	6. State:	7. Zip Code:
Carpinteria	California	93013

8. Primary Contact Number:	9. Email:
805-755-4446	stephond@carpinteriaca.gov

10. (Non-landscaping businesses only) Please describe the landscaping operations that the equipment will support at your business's grounds:

Citywide maintenance of public assets and space

11. Will the equipment be co-funded by CARB's CORE program (for small landscaping businesses only)? If yes, please mark asterisks * next to the equipment that will be co-funded on Section B Electric Equipment Purchase List and Section C Batteries and Chargers Purchase List below
- ☐ Yes, equipment will be co-funded with the CORE Program
- ☑ No, equipment is not co-funded with the CORE Program

Please note, equipment that has been already purchased through the CORE Program is not eligible for funding through this program.

12. Will the equipment be funded with any other grant programs or receive any other discounts? If yes, please specify other funding sources and include documentation showing funding or discount amounts.

No

13. Why are you applying? (Please check all that apply)
- ☑ Environmental concerns
- ☑ Long-term cost savings
- ☑ Health & safety concerns
- ☐ Customer preference
- ☑ Regulations of gas equipment
- ☐ To try out electric equipment
- ☐ Other: _____

14. (Businesses Only) How many employees does your business have?
- ☐ Less than 100 employees
- ☐ More than 100 employees

15. (Businesses Only) What is your businesses average annual gross receipts?
- ☐ Less than $10 million
- ☐ More than $10 million

B. Electric Equipment Purchase List

Please fill out the table below with the electric equipment you request to purchase. Please use a new row for each model of equipment. For Equipment Type please specify chainsaw, trimmer, edger, brushcutter, leaf blower, leaf vacuum, walk-behind lawn mower, or ride-on mower. Please see Section C for batteries and chargers. Do not include costs such as taxes, fees, accessories, and delivery charges in the price.

Trade -in #	Equipment Type	Manufacturer	Model	Retailer Purchasing From	Price (each piece)	# Pieces of Equipment
A	Trimmer	STIHL	FSA135R	A-OK	$409.99	3
B	Chainsaw	STIHL	MSA 220 C-B	A-OK	$419.99	3
C	Blower	STIHL	BGA200	A-OK	$479.99	3
D	Backpack Plower	STIHL	BGA 300	A-OK	$699.99	1
E	Pole Pruner	STIHL	HTA50	A-OK	$519.99	1
F						
G						
H						
I						
J						
K						

C. Batteries and Chargers Purchase List

Please add information on batteries and chargers you request to purchase. Please use a new row for each model of equipment.

Equipment Type (battery or charger)	Manufacturer	Model	Retailer Purchasing From	Price (each piece)	# Pieces of Equip-ment	Specify the trade-in #s from Section B for all equipment the batteries or chargers will be used with
Battery	STIHL	AP 300	A-OK	$239.99	6	A-B
Battery	STIHL	AP 500 S	A-OK	$379.99	6	C
Battery	STIHL	AR1000	A-OK	$699.99	1	D
Charger	STIHL	AL 301-4	A-OK	$359.99	2	A-C

D. Disposal List

Please enter all gasoline/diesel equipment that will be traded in. The disposal of an existing like-for-like piece of gasoline/diesel equipment is required for each piece of electric equipment purchased. For example, 3 gasoline blowers must be destroyed for the purchase of 3 electric blowers. The Trade-in #, Equipment Type, and # of pieces must correspond with the equipment in Section B.

Trade-in # (must correspond with Section B)	Equipment Type (must correspond with Section B)	Manufacturers (if known)	# of pieces (must correspond with Section B)	Model Years (if known)	Engine Family #s (if known)
A	Trimmer	STIHL	3	FS130R (2), HS87R (1)	4 Stroke, 2 Stroke
B	Chainsaw	Husqvarna, Prorun, STIHL	3	338XP, PPS210, MS193T	2 cycle
C	Blowers	STIHL	3	BG86	G2 stroke
D	Backpack Blower	STIHL	1	RB350	GAS
E	Pole Pruner	ECHO	1	HC1500	GAS
F					
G					
H					
I					
J					
K					

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E. Applicant Certifications

Please initial each line and sign at the bottom agreeing to the following certifications:

Certifications	Initial:
1. I agree to comply with the Program Terms.	SD
2. I certify that I own and operate the existing gasoline/diesel landscaping equipment at least 50% of the time within Santa Barbara County. The existing gasoline/diesel equipment is in operable condition and owned by my organization.	SD
3. I will own and operate the new electric landscaping equipment within Santa Barbara County a majority of the time (greater than 50%) for a minimum of 36 months from the purchase date. My organization resides in California.	SD
4. Within 30 days of receiving my voucher I will dispose of my existing gasoline/diesel equipment with a participating dismantler and obtain a receipt and signed Certificate of Destruction.	SD
5. I have disclosed all additional co-funding sources and discounts that will be applied to my purchase.	SD
6. I have not purchased replacement landscaping equipment that I am seeking funding for prior to applying to this program.	SD
7. The information provided in the application is true and correct and meets the minimum requirements of the LEEF Program.	SD
8. I understand that an incomplete or illegible application may be immediately rejected, and I will be notified.	SD
9. I understand as an applicant that incentive programs have limited funds and shall terminate upon depletion of program funding.	SD
Name of Organization Representative:	Stephon Downes
Signature:	**Date:** 10/25/2023

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LANDSCAPE EQUIPMENT ELECTRIFICATION FUND (LEEF) PROGRAM 3

CERTIFICATE OF DESTRUCTION

TO BE COMPLETED BY LEEF PARTICIPANT

Please initial each line and sign agreeing to the following certifications:

Participant Certifications:	**Initial:**
1. I certify that the landscaping equipment is operable.	
2. I certify that the landscaping equipment has been drained of all fuel and oil.	
3. I understand that if I do not dispose of all the equipment approved on this list I will not receive my full voucher amount.	
Name of Organization Representative:	
Signature: **Date:**	

TO BE COMPLETED BY DISMANTLER

Please fill out the last column "# of Pieces Actual" with the amount of each type of landscaping equipment being destroyed and sign the certification below.

Landscape Equipment Disposal List

Equipment Type	# of Pieces Approved	# of Pieces Actual
Trimmer	4	
Chainsaw	3	
Leaf Blower	4	

I certify that I have received this equipment and that it will be destroyed, rendered usable only as scrap, and recycled.
Name of Dismantler:
Name of Dismantler Representative:
Signature: **Date:**

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SANTA BARBARA COUNTY

LANDSCAPE EQUIPMENT ELECTRIFICATION FUND (LEEF) PROGRAM 3

PARTCIPATING DISMANTLERS

Contact: LEEFProgram@sbcapcd.org; (805) 979-8263

The following participating dismantlers will accept your old gasoline and diesel-fueled landscape equipment. Please bring your Certificate of Destruction with you to the dismantler to have them fill out the bottom and also obtain a receipt. Please ensure that the landscape equipment has been drained of all fuel and oil prior to bringing it in. Refer below to the dismantler's webpage for hours and pricing. Please note you will be required to pay out-of-pocket for any dismantling fees.

Dismantler	Location
Bedlo	3052 Harris Grade Road, Lompoc, CA 93436
Central Valley Auto Dismantlers	613 Avalon Street, Lompoc, CA 93436
Santa Maria Recycling Center	1544 Black Road, Santa Maria, CA 93458
Santa Ynez Valley Recycling & Transfer Station	4004 Foxen Canyon Road, Los Olivos, CA 93441
South Coast Recycling and Transfer Station	4430 Calle Real, Santa Barbara, CA 93110
Steelhead Recyclers	891 South Kellogg Ave, Goleta, CA 93117

FUEL: Gasoline and diesel are considered hazardous wastes and must be taken to a hazardous waste collection center for disposal. Please see the following webpages for more information, hours, and requirements.

- Community Hazardous Waste Collection Center at UCSB: www.marborg.com/ucsb-recycling-facility-santa-barbara
- City of Santa Maria Household Hazardous Waste Facility (see requirements for businesses): http://lessismore.org/locations/68-city-of-santa-maria-household-hazardous-waste-facility/

ATTACHMENT B

Resolution No. 6281

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RESOLUTION NO. 6281

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

WHEREAS, Each piece of City-owned property/equipment listed in Exhibit 1 to this Resolution has been determined to be inoperative, obsolete or otherwise no longer suitable for service; and

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

NOW, THEREFORE, BE IT RESOLVED as follows:

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

PASSED, APPROVED AND ADOPTED on November 13, 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 resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on November 13, 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. 6281

INVENTORY

Quantity	Item Description	Manufacturer	Model No.
1	Backpack Blower, 2 Stroke	Stihl	RB350
3	Blower, 2 Stroke	Stihl	BG86
1	Chainsaw, 2 Cycle	Husqvarna	338XP
1	Chainsaw, 2 Cycle	Stihl	MS193T
1	Hedger, 2 Stroke	Echo	HC1500
1	Pole Pruner, 2 Stroke	Echo	PPF210
1	Pole Pruner, 2 Stroke	Husqvarna	327PT505
2	Trimmer, 4 Stroke	Stihl	FS130R
1	Trimmer, 2 Stroke	Stihl	HS87R

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
November 27, 2023

ITEM FOR COUNCIL CONSIDERATION

A Maintenance Agreement with the California Department of Transportation concerning the Carpinteria High School Area Crosswalk Safety Improvement Project.

STAFF RECOMMENDATION

Authorize the City Manager to execute a Maintenance Agreement with the California Department of Transportation for the Carpinteria High School Area Crosswalk Safety Improvement Project.

Sample Motion: I move to authorize the City Manager on behalf of the City to execute a Maintenance Agreement with the California Department of Transportation 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 includes removing the existing flashing beacon crosswalk system and replacing with a high-intensity activated crosswalk system. The project was determined to be necessary and approved by the City Council for inclusion in the Capital Improvement Plan after engineering and traffic study of pedestrian, bicycle, and vehicle volume and movements in the Carpinteria High School area. The project location is situated on both a Santa Barbara County Flood Control and Water Conservation District (County) parcel and the State of California (State) right-of-way of State Route 192/Foothill Road at the frontage of Carpinteria High School, 4810 Foothill Road. The project is also a part of Franklin Creek Trail.

The project is currently under design in the preliminary engineering plan phase. As part of this phase, the City needs to acquire rights to construct and maintain the proposed project improvements. The right-of-way acquisitions involve individual agreements with the County and State, respectively. On August 28, 2023, the City Council authorized the City Manager to execute a Real Property License Agreement with the County for the Project. A Maintenance Agreement from the California Department of Transportation (Caltrans) is needed in order for the project to use said State right-of-way.

The purpose of this agenda item is for the City Council to authorize the City Manager to execute a Maintenance Agreement with Caltrans for the Carpinteria High School Area Crosswalk Safety Improvement Project.

DISCUSSION

Caltrans requires a Maintenance Agreement to be executed prior to issuance of a Caltrans Encroachment Permit for the project. A copy of the draft Maintenance Agreement is shown as Attachment A. The draft Maintenance Agreement proposes to establish the City's obligations concerning operation and maintenance of the project improvements. In brief, the City's obligations include operation and maintenance of signage, sidewalk, fencing, pavement markings, lighting, electrical supply, graffiti and debris removal, and sweeping. A detailed description of the State right-of-way involved is shown as Exhibit A of the draft Maintenance Agreement.

A budget of the ongoing maintenance for all traffic control devices within the City's purview is programmed in every fiscal year, and the proposed high-intensity activated crosswalk system from the project thereafter completion will be a part of the annual budget. Maintenance cost of the existing flashing beacon crosswalk system is a part of current fiscal year budget, and no additional funding is being requested for in staff's recommendation.

POLICY CONSISTENCY

The project is a part of the adopted Capital Improvement Plan[1]. Approval of the Agreement will allow work on the Project to proceed. The project, which will enhance the Highway 192/Foothill Road pedestrian and bicycle crossing has previously been found by the Council to be consistent with various policies of the General Plan and Local Coastal Plan including, but not limited to, the following:

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:

[1] City Council Resolution No. 6153

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.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. The project is programmed in the City's Fiscal Year 2023/24 Budget. The programmed funding sources includes the annual formula funding allocation of Measure A and Measure X. 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).

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

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

OPTIONS

1. Authorize the City Manager to execute a Maintenance Agreement with the California Department of Transportation for the Carpinteria High School Area Crosswalk Safety Improvement Project. (Staff recommendation)
2. Provide staff with direction concerning changes to the Maintenance Agreement. The Maintenance Agreement is Caltrans' standard form and is required for the project. While it may be proposed by the City, requesting for changes to the Maintenance Agreement at this juncture would likely delay the delivery of the project.
3. The City Council could choose to not enter into the Maintenance Agreement; however, this would not allow the project to move forward.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no parties expected at this meeting.

ATTACHMENTS

Attachment A: Maintenance Agreement

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

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

Signature

Signature

ATTACHMENT A

Maintenance Agreement

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PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH CITY OF CARPINTERIA

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of CARPINTERIA; hereinafter referred to as "CITY"; and collectively referred to as "PARTIES."

SECTION I

RECITALS

1. Encroachment Permit Number 1010 0522 NSN was executed between CITY and STATE on _____ to construct a Pedestrian Hybrid Beacon Signal System on State Route (SR) 192 at PM 17.206, hereinafter referred to as "PROJECT";

2. In accordance with the Encroachment Permit provisions, the PARTIES agree prior to or upon PROJECT completion, CITY and STATE will enter into a Maintenance Agreement; and

3. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for the PROJECT constructed within the STATE right of way under the Encroachment Permit Number 1010 0522 NSN.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. Exhibit A consists of plan drawings that delineate and describe the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Agreement.

2. If there is mutual agreement on a change in the maintenance responsibilities between PARTIES, the PARTIES can revise the Exhibit A, B, C, or D by a mutual written execution of the exhibit.

3. CITY must obtain the necessary Encroachment Permits from STATE's District 5 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.

4. PEDESTRIAN/BICYCLE CROSSING AND PEDESTRIAN HYBRID BEACON SIGNAL. The PROJECT will be constructed as a permitted encroachment within STATE's right of

way. CITY is solely responsible for, and will maintain at CITY expense, a safe facility for pedestrian use along the entire length of the crossing by providing maintenance for the hybrid beacon system as determined by the State, that includes but is not limited to, structural adequacy, signage, sidewalk, fencing, pavement markings, lighting, electrical supply and wiring, graffiti removal, sweeping and debris removal, and all other work necessary to comply with State Standards.

4.1. Graffiti Removal. LOCAL AGENCY, at LOCAL AGENCY's sole cost and expense, shall remove all graffiti from the PROJECT. LOCAL AGENCY is solely responsible for ensuring that any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements shall not be removed without the written authorization of STATE. Graffiti removal must protect air and water quality as required by law. LOCAL AGENCY shall conform to the terms stated in STATE's Maintenance Manual, Volume 1, Chapter D, D1.06.

5. LEGAL RELATIONS AND RESPONSIBILITIES

5.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

5.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

5.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

6. PREVAILING WAGES:

6.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

6.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

7. INSURANCE

7.1. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the PROJECT location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance is attached hereto and incorporated as Exhibit B.

7.2. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

8. TERMINATION - This Agreement may be terminated by mutual written consent by PARTIES or by STATE for cause. CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

9. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated as set forth in Article 8 above.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF CARPINTERIA

By: _____
Al Clark, Mayor

Initiated and Approved

By: _____
Dave Durflinger, City Manager

ATTEST:

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

APPROVED AS TO FORM

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Deputy District Director
Maintenance – District 5

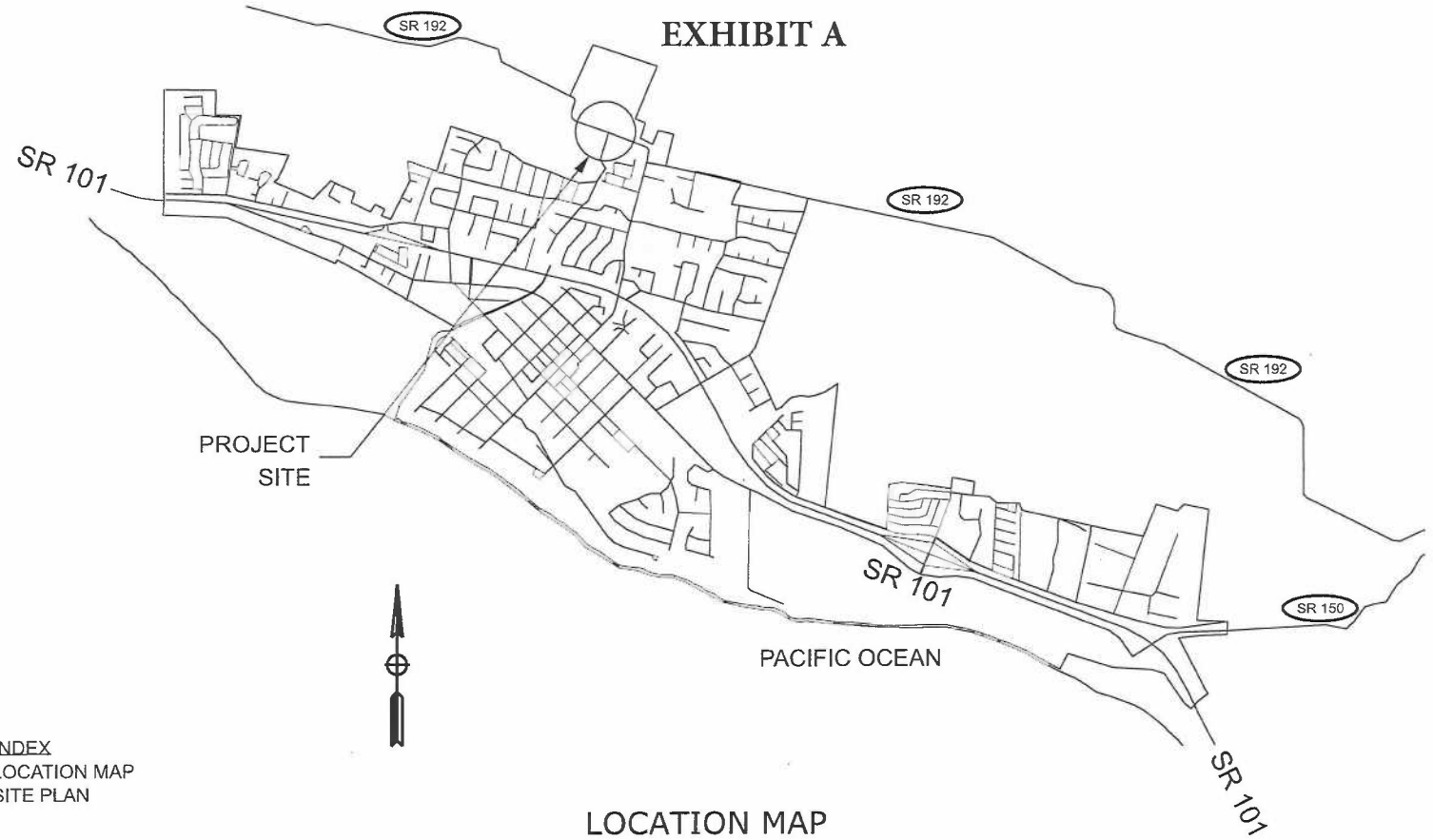
EXHIBIT A

(Plan map identifying the applicable STATE Route and CITY road(s) and facilities)

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
05	SB	192	17.2	1	2

PROJECT SPECIFIC MAINTENANCE AGREEMENT
IN THE CITY OF CARPINTERIA
ON STATE ROUTE 192 AT CARPINTERIA HIGH SCHOOL

EXHIBIT A



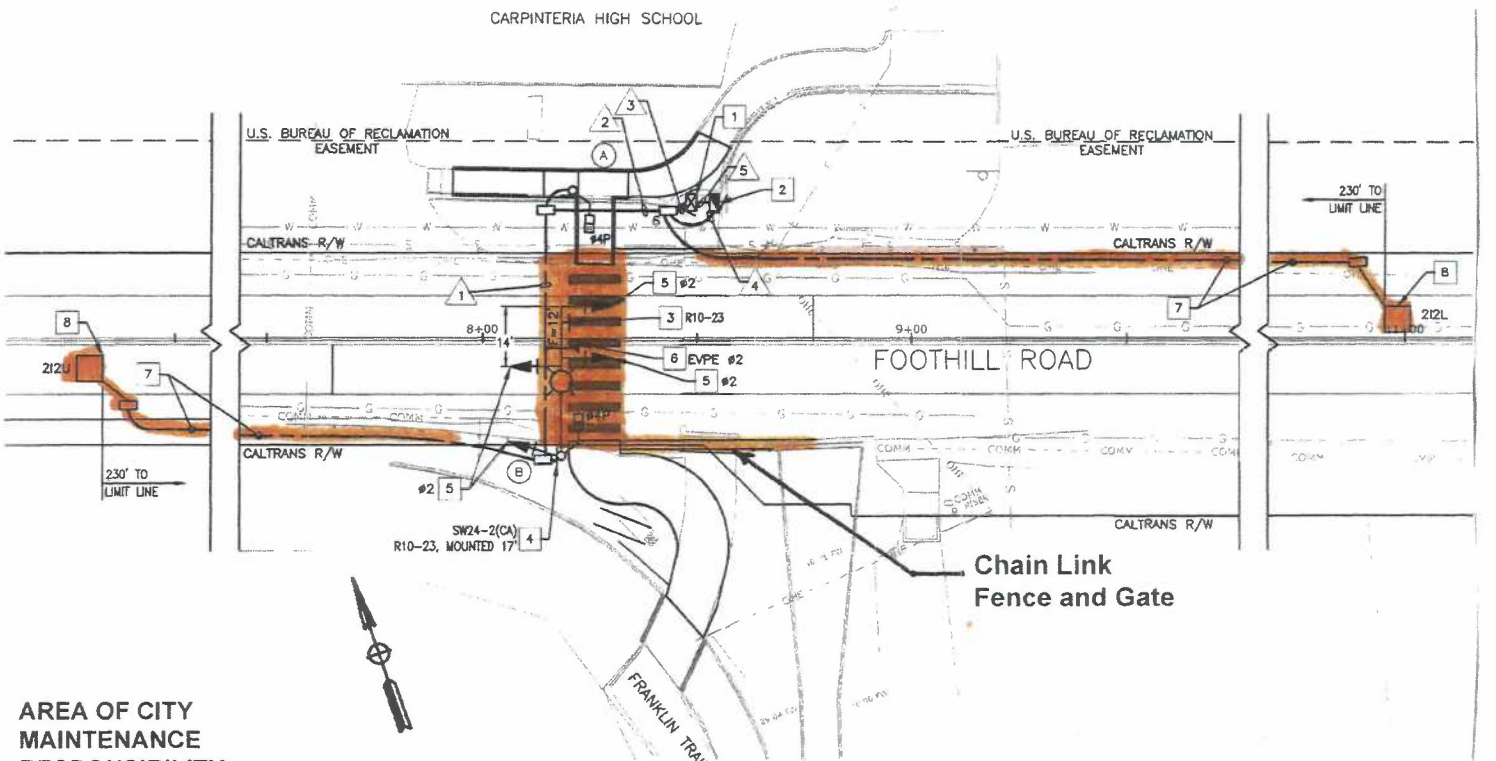
SHEET INDEX

1 LOCATION MAP
2 SITE PLAN

LOCATION MAP

DIST	COUNTY	ROUTE	TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
05	SB	192	17.2	2	2

PROJECT SPECIFIC MAINTENANCE AGREEMENT
IN THE CITY OF CARPINTERIA
ON STATE ROUTE 192 AT CARPINTERIA HIGH SCHOOL



AREA OF CITY MAINTENANCE RESPONSIBILITY

SITE MAP

EXHIBIT A

EXHIBIT B – LETTER OF CERTIFICATE OF CITY CARPINTERIA STATEMENT OF SELF INSURANCE

Caltrans – District 5 _____20__

ATTN: Berkeley Lindt – Senior Maintenance Engineer

City of Carpinteria
Finance Department

RE: Statement of Self Insurance for City of Carpinteria Related to Project Specific Maintenance Agreement with State of California Department of Transportation ("STATE") for the Pedestrian Hybrid Beacon Signal System along Highway 192 at Postmile 17.206

Dear Berkeley,

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 7 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquires through my office.

Sincerely,

FINANCE MANAGER

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
November 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Ordinance No. 774, an Ordinance of the City Council of the City of Carpinteria, California, Amending Chapter 2.06 of Title 2 (City Council District Elections) and Chapter 3.34 of Title 3 (Revenue and Finance) of the Carpinteria Municipal Code Regarding Fee and Service Charge Revenue/Cost Comparison System, and Resolution No. 6282, Approving and Adopting the City's Master Fee Schedule.

STAFF RECOMMENDATION

1. Introduce and approve Ordinance No. 774, as read by title only, and continue the second reading of the ordinance for adoption to December 11, 2023; and

2. Approve and adopt Resolution No. 6282, updating the City's Master Fee Schedule.

Sample Motion: I move to

1. Approve and waive first reading of Ordinance No. 774, as read by title only, and continue the second reading for adoption to December 11, 2023, and;

2. Adopt Resolution No. 6282, approving the City's Master Fee Schedule.

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

BACKGROUND

The City has completed a Cost of Service Study (Study) designed to determine the level of fees necessary to ensure the City recovers the full cost of providing the various services it makes available to the public. The Study is a step toward updating the City's Master Fee Schedule (Fee Schedule), which is adopted by resolution of the City Council.

At a Special City Council meeting of October 30, 2023, the City Council reviewed and filed the Study. The City Council provided direction to staff and continued the meeting to

November 13, 2023. City staff, requiring additional time, requested the City Council continue the matter to the meeting of November 27, 2023.

The purpose of this agenda item is for the City Council to consider and approve various municipal code amendments related to fees and charges, and to consider and approve the Master Fee Schedule (see Exhibit 1). Included in this staff report are Attachment A, the Ordinance, and Attachment B, the Resolution being recommended for approval.

DISCUSSION

Amendment to CMC Chapter 2.06, City Council District Elections.

The Study proposes a new fee entitled "Elections Candidate Processing," which is a filing fee for each City Council candidate's nomination papers. California Elections Code Section 10228 authorizes the City Council to set the candidate filing fee by ordinance in a not-to-exceed amount of $25. Ordinance No. 774, includes, in part, a proposed amendment to CMC Chapter 2.06 (CITY COUNCIL DISTRICT ELECTIONS) to include establishing the $25 candidate filing fee.

The proposed amendment would add the following sections to Chapter 2.06 and read as follows:

2.06.060 – Candidate Filing Fee.

A. In accordance with Section 10228 of the California Elections Code, as such section may be amended from time to time, it is hereby determined that a filing fee for each City Council candidate's nomination papers for elective office shall be established by resolution of the City Council.

B. The filing fee established in subsection (A) of this section shall be payable at the time of submission of nomination papers to the City Clerk.

C. Filing fees collected pursuant to this article shall be paid into the General Fund of the City.

2.06.070 – Petition in Lieu of Fees.

A. Notwithstanding any other provision of this chapter, a candidate for City Council may submit, in lieu of all or part of the required filing fee, a petition containing four qualified signatures for each dollar of the filing fee not paid.

B. Within the meaning of this section, a qualified signature is the signature of a person who, at the time of providing such signature, is a registered voter of the City and a resident of the geographical area making up the district from which the Councilmember candidate is to be elected.

C. Any petition submitted pursuant to this section in lieu of all or part of the required filing fee shall be submitted to the City Clerk with nomination papers related thereto, together with the amount of the filing fee, if any, remaining to be paid.

2.06.080 – Extension of Filing Date.

A. Nothing contained in this chapter shall be construed to extend or otherwise modify the period of time for filing nomination papers for candidates of City Council office.

Amendment to CMC Chapter 3.34, Revenue and Finance.

City staff is recommending changes to certain provisions of Chapter 3.34 (REVENUE AND FINANCE) of Title 3 of the CMC in order to support the effective and efficient process of annually updating the City's Master Fee Schedule. The proposed change removes the percentage recovery of the costs reasonably borne table that will be included in the annual fee resolution during the mid-year process. This change provides efficiency as well as transparency during the annual review. Attachment C provides the current CMC provision and Attachment D is the redline version of the proposed amendments to the CMC provision.

The proposed amendment to CMC Chapter 3.34 would modify Section 3.34.040 to read as follows:

3.34.040 - Schedule of Fees and Service Charges.

A. Fees and service charges for regulations, products, and services shall be established in a master fee schedule adopted by resolution of the city council so as to recover costs reasonably borne and necessary to provide the regulation, product, or service. The master fee schedule shall be adopted annually by resolution of the city council but may be modified more frequently at the discretion of the city council.

B. The regulations, products, and services shall be as defined in the most recent cost of service study received by the city council, and may be amended/updated from time to time, a copy of which shall be on file in the office of the city clerk.

C. For the purpose of this chapter, "fee and/or charge" includes any required deposit relating to a regulation, product, or service enumerated in this section, which deposit is to be applied against such fee and/or charge.

Adoption of Master Fee Schedule.

As the City's costs to provide these types of services change over time, the City's fees and service charges should also change accordingly. Based on the Study prepared by RCS, an update of the City's Master Fee Schedule is warranted at this time in order to ensure adequate cost recovery (Exhibit 1).

Ensuring City costs are fully recovered for the provision of consumer or fee-based services is a critical element in fiscal stabilization for the City. While having an understanding of the minimum fee/charge necessary for cost recovery is essential in both local government and private business, unlike private business, which may set fees/charges in order to make a profit, California cities are limited by state law to recovering only up to actual costs and not more. Conversely, fees/charges that do not recoup the entire actual costs result in a subsidy.

In the future, City staff will annually bring back to the City Council an updated Master Fee Schedule that reflects the Consumer Price Index (CPI) adjustment based on Los Angeles-Long Beach-Anaheim for the month of December (rounded to the nearest dollar) and included during the Mid-Year Budget process. The effective date of the City's Master Fee Schedule, if approved by the City Council is January 29, 2024. Government Code Section 66017 requires the adoption of certain fees or charges shall be effective no sooner than 60 days following the final adoption of the fee or charge or increase in the fee or charge.

POLICY CONSISTENCY

While most of the cost recovery targets are 100%, some are less. Electing to collect fees that recover less than 100% of the City's costs for providing a service is a policy choice. Ensuring City costs are fully recovered for the provision of consumer or fee-based services is a critical element in fiscal stabilization for the City. While having an understanding of the minimum fee/charge necessary for cost recovery is essential in both local government and private business, unlike private business, which may set fees/charges in order to make a profit, California cities are limited by state law to recovering only up to actual costs and not more.

FINANCIAL CONSIDERATIONS

City Council approval of this action would establish a revised Master Fee Schedule, that is anticipated to increase General Fund revenues by approximately $156,150 in Fiscal Year 2023-24 based on estimated levels of activity. The additional revenue would offset the corresponding increase in costs necessary to provide the services.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney has reviewed this Agenda item and will be available to answer questions at the meeting.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: Ordinance No. 774

Attachment B: Resolution No. 6282

Attachment C: CMC Section 3.34.040 – Schedule of fees and service charges CURRENT VERSION

Attachment D: CMC Section 3.34.040 – Schedule of fees and service charges REDLINE

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

ATTACHMENT A

Ordinance No. 774

ORDINANCE NO. 774

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA AMENDING CHAPTER 2.06 (CITY COUNCIL DISTRICT ELECTIONS) OF TITLE 2 TO ADD SECTIONS 2.06.060, 2.06.070, AND 2.06.080; AND CHAPTER 3.34 (REVENUE AND FINANCE) OF TITLE 3 TO MODIFY SECTION 3.34.040 RELATING TO SCHEDULE OF FEES AND SERVICE CHARGES

WHEREAS, pursuant to Article XIIIB of the California Constitution and Carpinteria Municipal Code (CMC) Chapter 3.34, it is the intent of the City Council to require the ascertainment and recovery of costs reasonably borne from fees, charges, and regulatory license fees in; and

WHEREAS, CMC Chapter 3.34 provides a mechanism for ensuring that fees adopted annually by the City Council by resolution do not exceed the reasonable estimated cost for providing the regulation, products or services for which the fees are charged; and

WHEREAS, "costs reasonably borne" shall include all direct and indirect costs, fixed asset recovery expenses, general and departmental overhead, and debt services costs as further defined in CMC Section 3.34.030; and

WHEREAS, pursuant to CMC Section 3.34.020 the City Manager has been delegated the authority to implement said City Council policy to establish or adjust the amount of fees and charges to recover the percentage of costs reasonably borne in providing the regulation, product, or service; and

WHEREAS, the City of Carpinteria has prepared a Cost of Services Study, dated September 2023 which was presented to the City Council at a public hearing on October 9, 2023, and October 30, 2023; and

WHEREAS, the City Council directed staff to initiate the update of the City's Master Fee Schedule and CMC Chapter 3.34; and

WHEREAS, pursuant to California Elections Code Section 10228, the Master Fee Schedule includes a new fee entitled "Elections Candidate Processing" which is a filing fee for each City Council candidate's nomination papers; and

WHEREAS, the City Manager is recommending amending Chapter 2.06 (CITY COUNCIL DISTRICT ELECTIONS) of Title 2 of the CMC to incorporate said Candidate Filing Fee; and

WHEREAS, the City Manager is recommending changes to certain provisions of Chapter 3.34 (REVENUE AND FINANCE) of Title 3 of the CMC in order to support the effective and efficient process of annually updating the City's Master Fee Schedule.

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. AMENDING CHAPTER 2.06 (CITY COUNCIL DISTRICT ELECTIONS) OF TITLE 2 OF THE CARPINTERIA MUNICIPAL CODE

New Sections 2.06.060 titled "Candidate Filing Fee", 2.06.070 titled "Petition in Lieu of Fees" and 2.06.080 titled "Extension of Filing Date" are hereby added to the City's municipal code as follows:

"**2.06.060 – Candidate Filing Fee.**

(A) In accordance with Section 10228 of the California Elections Code, as such section may be amended from time to time, it is hereby determined that a filing fee for each City Council candidate's nomination papers for elective office shall be established by resolution of the City Council.

(B) The filing fee established in subsection (A) of this section shall be payable at the time of submission of nomination papers to the City Clerk.

(C) Filing fees collected pursuant to this article shall be paid into the General Fund of the city.

2.06.070 – Petition in Lieu of Fees.

(A) Notwithstanding any other provision of this chapter, a candidate for City Council may submit, in lieu of all or part of the required filing fee, a petition containing four qualified signatures for each dollar of the filing fee not paid.

(B) Within the meaning of this section, a qualified signature is the signature of a person who, at the time of providing such signature, is a registered voter of the City and a resident of the geographical area making up the district from which the Councilmember candidate is to be elected.

(C) Any petition submitted pursuant to this section in lieu of all or part of the required filing fee shall be submitted to the City Clerk with nomination papers related thereto, together with the amount of the filing fee, if any, remaining to be paid.

2.06.080 – Extension of Filing Date.

(A) Nothing contained in this chapter shall be construed to extend or otherwise modify the period of time for filing nomination papers for candidates of City Council office."

SECTION 3. AMENDING SECTION 3.34.040 IN CARPINTERIA MUNICIPAL CODE CHAPTER 3.34 (SCHEDULE OF FEES AND SERVICE CHARGES) OF TITLE 3 (REVENUE AND FINANCE)

Section 3.34.040 in CMC Chapter 3.34 (Schedule of Fees and Service Charges) of Title 3 (Revenue and Finance) is hereby amended to read as follows:

"3.34.040 - Schedule of Fees and Service Charges.

(A) Fees and service charges for regulation, product, and service shall be established in a master fee schedule adopted by resolution of the city council so as to recover costs reasonably borne and necessary to provide the regulation, product, or service. The master fee schedule shall be adopted annually by resolution of the city council but may be modified more frequently at the discretion of the city council.

(B) The regulation, product, and service shall be as defined in the most recent cost of service study received by the City Council, and may be amended/updated from time to time, a copy of which shall be on file in the office of the city clerk.

(C) For the purpose of this chapter, "fee and/or charge" includes any required deposit relating to a regulation, product, or service enumerated in this section, which deposit is to be applied against such fee and/or charge."

SECTION 4. EFFECTIVE DATE

This Ordinance shall be in full force and effect on January 29, 2024, sixty (60) days following adoption. .

SECTION 5. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 6. CEQA EXEMPTION

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections

15060(c)(3) (this activity is not a "project" as defined in § 15378) and 15060(c)(2) (this activity will not result in a direct or reasonably foreseeable change in the environment).

SECTION 7. LIMITED EFFECT

Except as explicitly provided herein, all other provisions of CMC Chapters 2.06 and 3.34 shall remain unchanged and in full force and effect.

PASSED, APPROVED AND ADOPTED on November 27, 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 November 13, 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

Resolution No. 6282

RESOLUTION NO. 6282

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA UPDATING THE MASTER FEE SCHEDULE PURSUANT TO CHAPTER 3.34 OF THE CARPINTERIA MUNICIPAL CODE

WHEREAS, pursuant to Article XIIIB of the California Constitution and Carpinteria Municipal Code (CMC) Chapter 3.34, it is the intent of the City Council to require the ascertainment and recovery of costs reasonably borne from fees, charges, and regulatory license fees; and

WHEREAS, CMC Chapter 3.34 provides a mechanism for ensuring that fees adopted by the City do not exceed the reasonable estimated cost for providing the regulation, products or services for which the fees are charged; and

WHEREAS, "costs reasonably borne" shall include all direct and indirect costs, fixed asset recovery expenses, general and departmental overhead, and debt service costs as further defined in CMC Section 3.34.030; and

WHEREAS, pursuant to CMC Section 3.34.020, the City Manager has been delegated the authority to implement said City Council policy to establish or adjust the amount of fees and charges to recover the percentage of costs reasonably borne in providing the regulation, product, or service; and

WHEREAS, the City entered into an agreement with Revenue & Cost Specialists, LLC (RCS) to conduct a study to ascertain such costs reasonably borne and the attendant fees and charges necessary to recover the specified percentage of such costs; and

WHEREAS, said study has been completed and is available in the City Clerk's office.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The above recitals are true and correct, and incorporated herein by reference.

SECTION 2. The Master Fee Schedule, attached herein as Exhibit 1 and incorporated by reference, shall be modified as shown to reflect the recommended fees as per the RCS Study.

SECTION 3. The City Manager or his/her designees may exercise discretion to require a deposit amount less than that stipulated in the Master Fee Schedule, if necessary.

PASSED, APPROVED AND ADOPTED on the November 27, 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, 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 November 27, 2023.

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

APPROVED AS TO FORM:

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

EXHIBIT 1: Master Fee Schedule

EXHIBIT 1 TO RESOLUTION NO. 6282

CITY OF CARPINTERIA
Master Fee Schedule (Proposed)
Effective January 29, 2024
Per Resolution 6282, Adopted November 27, 2023

No.	REF No.	SERVICE	PROVIDER	DEPOSIT	FEE	RECOVERY %
1	S-00100	BUILDING PLAN CHECK & INSPECTION	CD-DEV.REV+BLDG	Initial deposit determined by Community Development Director	$35 plus a Fee based on the most current Building Valuation Table published by the International Code Council; or the RCS "Fully Burdened" hourly rate for all personnel involved (See Appendix A), plus any out-of-pocket expenses for contract personnel, special equipment or supplies, or state or county fees applicable charged against a deposit; whichever captures the full cost of the City.	100%
2	S-00120	DEMOLITION PERMIT	CD-DEV.REV+BLDG	$1,280	Actual Costs	100%
3	S-00190	SHORT-TERM RENTAL LICENSE	CD-DEV.REV+BLDG		Initial Application - $390 Renewal - $20 quarterly plus $15 business license annually	100%
4	S-00210	TEMPORARY USE PERMIT - ADMIN	CD-DEV.REV+BLDG		$735	100%
5	S-00220	TEMPORARY USE PERMIT - COMMISSION	CD-DEV.REV+BLDG	$2,500	Actual Costs	100%
6	S-00310	FENCE/SIGN PERMIT - ADMIN	CD-DEV.REV+BLDG		$620	100%
7	S-00315	FENCE/SIGN PERMIT - ARB	CD-DEV.REV+BLDG	$2,500	Actual Costs	100%
8	S-03030	PLAN DUPLIC. WRITTEN AUTHORIZATION	CD-DEV.REV+BLDG		91 per plan plus mailing costs	100%
9	S-00340	SIGN PROGRAM REVIEW	CD-DEV.REV+BLDG	$2,500	Actual Costs	100%
10	S-00350	HOME OCCUPATION PERMIT	CD-DEV.REV+BLDG		$75	100%
11	S-00420	GENERAL PLAN AMENDMENT	CD-DEV.REV+BLDG	$15,000	Actual Costs	100%
12	S-00425	GENERAL PLAN MAINTENANCE SURCHARGE	CD-PLANNING		5% surcharge on all building permits excluding the remodeling of owner-occupied single family dwellings and business tenant improvements.	50%
13	S-00520	LOCAL COASTAL PROGRAM AMENDMENT	CD-DEV.REV+BLDG	$15,000	Actual Costs	100%
14	S-00800	VARIANCE	CD-DEV.REV+BLDG	$5,000	Actual Costs	100%
15	S-00910	CONDITIONAL USE PERMIT	CD-DEV.REV+BLDG	$7,500	Actual Costs	100%
16	S-01000	ARCHITECTURAL REVIEW	CD-DEV.REV+BLDG	$2,500	Actual Costs	100%
17	S-01100	TENTATIVE TRACT MAP	CD-DEV.REV+BLDG	$11,000	Actual Costs	100%
18	S-01200	TENTATIVE PARCEL MAP	CD-DEV.REV+BLDG	$11,000	Actual Costs	100%
19	S-01310	APPEAL TO PLANNING COMMISSION	CD-DEV.REV+BLDG		$1,260 per appeal (66% Subsidy)	34%
20	S-01320	APPEAL TO THE CITY COUNCIL	CD-DEV.REV+BLDG		$1,330 (68% Subsidy)	34%
21	S-01400	CONCEPT PLAN REVIEW	CD-DEV.REV+BLDG	$7,000	Actual Costs	100%
22	S-01410	PRE-APPLICATION REVIEW	CD-DEV.REV+BLDG	$1,500	Actual Costs	100%
23	S-01510	DEVELOPMENT PLAN REVIEW	CD-DEV.REV+BLDG	$7,500	Actual Costs	100%
24	S-02200	LOT LINE ADJUSTMENT	CD-DEV.REV+BLDG	$5,500	Actual Costs	100%
25	S-02210	SB9 LOT SPLIT	CD-DEV.REV+BLDG	$5,500	Actual Costs	100%
26	S-02220	LOT MERGER	CD-DEV.REV+BLDG	$2,500	Actual Costs	100%
27	S-02310	COASTAL DEVELOPMENT PERMIT - ADMIN	CD-DEV.REV+BLDG	$2,500	Actual Costs	100%
28	S-02315	COASTAL DEVELOPMENT PERMIT - DISCR.	CD-DEV.REV+BLDG	$5,000	Actual Costs	100%
29	S-02400	NEW/AMENDED SPECIFIC PLAN	CD-DEV.REV+BLDG	$15,000	Actual Costs	100%
30	S-03000	CERTIFICATE OF COMPLIANCE REVIEW	CD-DEV.REV+BLDG	$7,500	Actual Costs	100%
31	S-03025	ZONING LETTER	CD-DEV.REV+BLDG		$530	100%
PUBLIC WORKS						
32	S-03400	R.O.W. VACATION PROCESSING	PW-ADMINISTRATION	$5,000	Actual Costs	100%
33	S-03420	FINAL TRACT MAP/REVERS. TO ACREAGE	PW-ADMINISTRATION	$10,000	Actual Costs	100%
34	S-03425	FINAL PARCEL MAP	PW-ADMINISTRATION	$10,000	Actual Costs	100%
35	S-03430	FINAL LOT LINE ADJUST/LOT MERGER	PW-ADMINISTRATION	$3,000	Actual Costs	100%
36	S-03444	ENGINEERING PLAN CHECK/INSPECTION	PW-ADMINISTRATION	Initial deposit determined by Public Works Director	Actual Costs	100%
37	S-03916	SPECIAL ANNUAL UTILITY PERMIT ISSUE	PW-ADMINISTRATION		$575	100%
38	S-04005	R-O-W ENCROACHMENT-ARCHITECTURAL	PW-ADMINISTRATION		$325	100%
39	S-04010	R-O-W ENCROACHMENT-DUMPSTER	PW-ADMINISTRATION		$110	100%
40	S-04030	R-O-W ENCROACHMENT-TABLES/CHAIRS	PW-ADMINISTRATION		$110 - New $110 - Renewal	100%
41	S-04035	R-O-W ENCROACHMENT-PARKLET	PW-ADMINISTRATION		$435 - New $215 - Five Year Renewal	100%
42	S-04042	R-O-W ENCROACHMENT-OTHER	PW-ADMINISTRATION	Initial deposit determined by Public Works Director	$110 or Actual Costs	100%
43	S-04050	WIDE/OVERSIZE LOAD REVIEW	PW-ADMINISTRATION		State-Mandated Fee: $16 - single trip permit $90 - annual permit	15%
44	S-04070	SPECIAL EVENT-APPLICATION REVIEW	PW-ADMINISTRATION		Non-Profit Orgs. - $230 (76% Subsidy) Other - $950	24%
45	S-04075	SPECIAL EVENT-SET-UP/CLEAN-UP SVC	PW-ADMINISTRATION	Initial deposit determined by Public Works Director	Actual Costs	100%
46	S-04090	MISCELLANEOUS ENGINEERING SERVICES	PW-ADMINISTRATION	Initial deposit determined by Public Works Director	Actual Costs	100%
47	S-04095	ELECTRIC VEHICLE CHARGING	PW-ADMINISTRATION		Charging: Peak Hours (4pm-9pm) - $0.40 per KwH Off-Peak Hours - $0.25 per KwH Idle Fee (7:30am-9pm) - $5 per hour after a 10 minute grace period after fully charged ($30 maximum)	100%
PUBLIC SAFETY						
48	S-00360	ANIMAL KEEPING PERMIT	CD-DEV.REV+BLDG		$510 - New $360 - Renewal	100%
49	S-00361	BREEDER/KENNEL PERMIT	CD-DEV.REV+BLDG		$510 - New $360 - Renewal	100%
50	S-03050	LETTER OF CONVENIENCE/ABC	CD-CODE COMPLIANCE		$2,040	100%
51	S-04110	BUS. REGULATION - ADULT ORIENTED	CD-CODE COMPLIANCE	$2,500 - New	Actual Costs - New $475 - Renewal	100%
52	S-04140	BUS. REGULATION - FILMING - TIER I	CD-CODE COMPLIANCE		$480	100%
53	S-04142	BUS. REGULATION - FILMING - TIER II	CD-CODE COMPLIANCE	$1,500	Actual Costs	100%
54	S-04160	BUS. REGULATION - SOLICITOR/PEDDLER	CD-CODE COMPLIANCE		$570 + Actual Costs - New $210 - Renewal	100%
55	S-04170	BUS. REGULATION - LIVE ENTERTAINMENT	CD-CODE COMPLIANCE		$620 + Actual Costs - New $225 - Renewal	100%
56	S-04182	BUS. REGULATION - MASSAGE ESTABLISH	CD-CODE COMPLIANCE	$1,500 - New	Actual Costs - New $445 - Renewal	100%
57	S-04184	BUS. REGULATION - MASSAGE THERAPIST	CD-CODE COMPLIANCE		INITIAL PERMIT: $390 RENEWAL: $390	100%
58	S-04185	MISC. BUSINESS BACKGROUND PERMIT	CD-CODE COMPLIANCE	$1,500 - New	Actual Costs - New $475 - Renewal	100%
59	S-04400	SHOPPING CART IMPOUND RELEASE	CD-CODE COMPLIANCE		Actual Costs	100%
60	S-04410	CODE ENFORCEMENT INSPECTION	CD-CODE COMPLIANCE		Actual Costs	100%
61	S-04420	INSPECTION/ABATEMENT WARRANT	CD-CODE COMPLIANCE		Actual Costs	100%
62	S-04430	NUISANCE ABATEMENT	CD-CODE COMPLIANCE		Actual Costs	100%

63	S-04500	FALSE BURGLARY ALARM RESPONSE	POLICE SERVICES			1st & 2nd Responses - $0 3rd Response - $150 4th and subsequent response in twelve month period - $300	100%
64	S-04600	VEHICLE INSPECTION	POLICE SERVICES			$45	100%
65	S-04700	REQUESTED ACCIDENT INVESTIGATION	POLICE SERVICES			$170	100%
66	S-05300	ANIMAL CONTROL SERVICES	CD-ANIMAL REGULATION			ANNUAL DOG LICENSES $25 - Neutered or Spayed $100 - Unaltered $15 - Altered and owned by Senior $25 - Late Fee	50%
67	S-05301	STRAY ANIMAL IMPOUND	CD-ANIMAL REGULATION			$85 - 1st Release $130 - 2nd Release $220 - 3rd Release	50%
68	S-05302	DEAD ANIMAL PICK-UP	CD-ANIMAL REGULATION			Large Animals (75 pounds or more) - $75 per animal Other Animals - $50 per animal	50%
69	S-05304	IN-HOME ANIMAL QUARANTINE	CD-ANIMAL REGULATION			$300	100%
70	S-05310	ABANDONED VEHICLE REMOVAL	CD-CODE COMPLIANCE			$355	100%
COMMUNITY SERVICES							
71	S-05700	ADULT SPORTS	PARKS & RECREATION			Adult Softball - $350 per team plus $14 umpire fee per game Tennis Courts: Day Pass: Adult - $7 Senior - $5 10-Visit Pass: Adult - $40 Senior - $30	100%
72	S-06610	PARK/FIELD RENTAL	PARKS & RECREATION			El Carro/Viola Field Rental - $27.50 per hour, per field Field Preparation - $60 per day BBQ/Picnic Reservation - $35 per site Large Group Camping - $600 per day Salt Marsh Amphitheater - $50 per hour, 2 hour minimum Misc. Park Facilities - $50	100%
73	S-06700	COMMUNITY GARDEN	PARKS & RECREATION			$60 per plot for six months	100%
74	S-07000	LIBRARY CARD REPLACEMENT	PARKS & RECREATION - Library			$1 per card	100%
75	S-07100	LOST/DAMAGED LIBRARY MATERIAL REPL	PARKS & RECREATION - Library			Actual Replacement Costs plus $5 processing fee	100%
76	S-07200	TEST PROCTORING	PARKS & RECREATION - Library			$45 per test	100%
77	S-07300	LIBRARY SELF-SERVE PRINTING	PARKS & RECREATION - Library			Black & White - $0.15 per copy Color - $0.25 per copy	100%
78	S-07400	LIBRARY COLLECTION RECOVERY	PARKS & RECREATION - Library			Charge the current Black Gold costs.	100%
ADMINISTRATION							
79	S-08025	MOBILE HOME-RENT ADJUSTMENT REVIEW	CITY ADMINISTRATION	$6,000		Actual Costs	100%
80	S-08200	RESEARCH SERVICE	VARIOUS			Actual Costs	100%
81	S-08320	DOCUMENT COPY SERVICE	VARIOUS			$0.25 per copy	20%
82	S-08410	ELECTRONIC FILE COPY	VARIOUS			$8 per device	100%
83	S-08425	DOCUMENT CERTIFICATION	CM-CITY CLERK			$10	100%
84	S-08426	LIFE CERTIFICATION	CM-CITY CLERK			$10	100%
85	S-08530	BUSINESS LICENSE REVIEW	ADM.SVCS-FINANCE			NEW BUSINESS: $20 - New Out-of-City Business and Existing Changed Owner Business $155 - New In-City Business and Moved Business, plus $192 for Building Inspection, if required RENEWAL - $20	100%
86	S-08593	TOBACCO RETAILER PERMIT	ADM.SVCS-FINANCE			$500 per permit: includes $375 County pass-through and $4 State Pass through	100%
87	S-08595	NSF CHECK PROCESSING	ADM.SVCS-FINANCE			$50	100%
88	S-08596	CREDIT CARD PROCESSING	ADM.SVCS-FINANCE			4.00%	100%
89	S-08600	CABLE TV STUDIO RENTAL	CITY ADMINISTRATION			Actual Costs	100%
90	S-08722	AGENDA MAILING SERVICE - ANNUAL	CM-CITY CLERK			$290 plus 26 S.A.S.E	100%
91	S-08724	MINUTES MAILING SERVICE - ANNUAL	CM-CITY CLERK			$290	100%
92	S-08734	FULL AGENDA PACKET MAILING - SINGLE	CM-CITY CLERK			$35	100%
93	S-08740	ELECTION CANDIDATE PROCESSING	CM-CITY CLERK		*	$25	10%
94	S-08741	LOCAL INITIATIVE PROCESSING	CM-CITY CLERK		*	$200	15%

Refer to Cost of Service Study for the City of Carpinteria September 2023 filed with City Clerk and available on City's Website under Administrative Services Department.

*Per elections code CPI index is not applicable to theses fees.

ATTACHMENT C

Carpinteria Municipal Code Section 3.34.040 – Schedule of Fees and Service Charges

3.34.040 - Schedule of fees and service charges.

A.

The fees and service charges for the regulation, products and services listed below in this section shall be established in a master fee schedule adopted by resolution of the city council so as to recover the listed percentage of costs reasonably borne necessary to provide the listed regulation, product or service. The master fee schedule shall be adopted annually by resolution of the city council, but may be modified more frequently at the discretion of the city council.

B.

Each year, prior to the adoption of the master fee schedule resolution, the city manager and each city department head, under the direction of the city manager, shall review the fees and service charges contained in the master fee schedule and recommend to the city council appropriate adjustments to such fees and service charges so as to recover the percentage of costs reasonably borne to be recovered as set forth in this chapter for each regulation, product or service listed in this section.

C.

The regulation, products and services as listed below in this section shall be as defined in that certain document entitled "Service Cost Update for the City of Carpinteria, California" as produced by Revenue and Cost Specialists, L.L.C. of Fullerton, California, and as may be amended / updated from time to time, a copy of which shall be on file in the office of the city clerk.

D.

Except as otherwise limited by the laws of the state of California, the percentage of costs reasonably borne to be recovered for each specified regulation, product or service, listed by the reference number utilized in the document identified in subsection C herein, is as follows:

Reference Number	Regulation, Product or Service	Percentage of Costs Reasonably Borne to be Recovered
S-00100	Building plan check and inspection	100.0
S-00120	Demolition permit	100.0
S-00150	Inspection-on-sale report	100.0
S-00180	Rental housing inspection	42.0
S-00210	Temporary use permit-annual	100.0
S-00220	Temporary use permit—Commission	100.0
S-00310	Fence/sign permit—Admin.	100.0
S-00315	Fence/sign permit—ARB	100.0
S-00340	Sign program review	100.0
S-00350	Home occupation permit (S-031)	100.0
S-00360	Animal keeping permit	40.0
S-00800	Variance	100.0

S-00910	Conditional use permit	100.0
S-01000	Architectural review	100.0
S-01100	Tentative tract map	100.0
S-01200	Tentative parcel map	100.0
S-01310	Appeal to planning commission	50.0
S-01320	Appeal to the city council	50.0
S-01400	Concept plan review	50.0
S-01510	Development plan	100.0
S-02000	Time extension	100.0
S-02200	Lot line adjustment	100.0
S-02310	Coastal devel. permit—Admin.	100.0
S-02400	Specific plan	100.0
S-03000	Certificate of compliance review	100.0
S-03025	Zoning letter	100.0
S-03050	Letter of convenience/ABC	100.0
S-03400	R.O.W. vacation processing	100.0
S-03420	Final tract map	100.0
S-03425	Final parcel map	100.0
S-03430	Final lot line adjustment	100.0
S-03444	Engineering plan check to $2,000.00	100.0
S-03446	Engineering plan check to $5,000.00	100.0
S-03448	Engineering plan check to $7,500.00	100.0
S-03450	Engineering plan check to $15,000.00	100.0
S-03452	Engineering plan check to $25,000.00	100.0
S-03454	Engineering plan check to $50,000.00	100.0
S-03456	Engineering plan check over $50,000.00	100.0
S-03802	Eng. inspection to $2,000.00	100.0
S-03804	Eng. inspection to $5,000.00	100.0
S-03806	Eng. inspection to $7,500.00	100.0
S-03808	Eng. inspection to $15,000.00	100.0
S-03810	Eng. inspection to $25,000.00	100.0
S-03812	Eng. inspection to $50,000.00	100.0
S-03814	Eng. inspection over $50,000.00	100.0
S-03916	Street cut inspection—Utilities	100.0
S-04005	R-O-W encroachment—Minor	52.0
S-04010	R-O-W encroachment—Dumpster	35.0
S-04030	R-O-W encroachment—Tables/chairs	42.0
S-04040	R-O-W encroachment—News rack	100.0
S-04042	R-O-W encroachment—Other	100.0
S-04050	Wide/oversize load review	100.0
S-04070	Special event—Application review	25.0
S-04075	Special event-clean up service	100.0
S-04110	Bus. Regulation—Adult oriented	100.0
S-04140	Bus. Regulation—Filming—Tier I	100.0
S-04142	Bus. Regulation—Filming—Tier II	100.0
S-04160	Bus. Regulation—Solicitor/peddler	100.0
S-04170	Bus. Regulation—Live entertainment	100.0
S-04184	Bus. Regulation—Massage tech/therapist	100.0
S-04185	Bus. Regulation—Escort business	100.0
S-04186	Bus. Regulation—Escort	100.0

S-04187	Bus. Regulation—Taxicab driver	100.0
S-04189	Bus. Regulation—Taxicab company	100.0
S-04400	Shopping cart impound release	100.0
S-04600	Vehicle inspection	100.0
S-04700	Requested accident investigation	100.0
S-05300	Animal control services	25.0
S-05310	Abandoned vehicle removal	100.0
S-08025	Mobile home-rent adjustment review	100.0
S-08200	Research service	100.0
S-08320	Document copy service	100.0
S-08410	DVD/audio tape copying	100.0
S-08420	Video tape copying	100.0
S-08530	Business license review	100.0
S-08590	Business license listing	100.0
S-08595	NSF check processing	100.0
S-08722	Agenda mailing service—Annual	100.0
S-08724	Minutes mailing service—Annual	100.0
S-08734	Full agenda packet mailing—Single	100.0

E.

A minimum fee of ten dollars shall be charged in all instances except in the cases of the regulation, products or services listed in this section as reference numbers S-045, S-046, S-050, S-051, S-053, S-057, S-058, S-062, S-063, S-064, S-067, S-068, S-071, S-074, S-082, S-083 and S-086.

F.

The schedule of frequency of rate adjustments may be varied by the city manager to adjust revenues sufficient to meet debt service coverage requirement of any bond, certificate, or ordinance, resolution, indenture, contract, or action under which securities have been issued by the city which contain any coverage factor requirement.

G.

For the purpose of this chapter, "fee and/or charge" includes any required deposit relating to a regulation, product or service enumerated in this section, which deposit is to be applied against such fee and/or charge.

H.

When deemed necessary by the city manager, the general fund of the city may be used to pay for part or all of the costs reasonably borne to be recovered for a regulation, product or service enumerated herein, provided that the general fund shall be fully reimbursed for such payment when the fee or charge for such regulation, product or service is received by the city or by transfer from the appropriate fund.

ATTACHMENT D

Carpinteria Municipal Code Section 3.34.040 – Schedule of Fees and Service Charges REDLINE

3.34.040 - Schedule of fees and service charges.

A.

~~F~~~~The~~ fees and service charges for regulations, products, and services ~~for the regulation, products and services listed below in this section~~ shall be established in a master fee schedule adopted by resolution of the city council so as to recover ~~the listed~~ 100% ~~percentage of costs~~ costs reasonably borne and necessary to provide the ~~listed~~ regulation, product, or service. The master fee schedule shall be adopted annually by resolution of the city council~~,~~ but may be modified more frequently at the discretion of the city council.

~~B.~~

~~Each year, prior to the adoption of the master fee schedule resolution, the city manager and each city department head, under the direction of the city manager, shall review the fees and service charges contained in the master fee schedule and recommend to the city council appropriate adjustments to such fees and service charges so as to recover the percentage of costs reasonably borne to be recovered as set forth in this chapter for each regulation, product or service listed in this section.~~

~~C~~B.

The regulations, products, and services ~~as listed below in this section~~ shall be as defined in the most recent cost of service study received by the city council, ~~that certain document entitled "Service Cost of Service Update Study for the City of Carpinteria, California" as produced by Revenue and Cost Specialists, L.L.C. of Fullerton, California,~~ and ~~as~~ may be ~~amended / updated~~amended/updated from time to time, a copy of which shall be on file in the office of the city clerk.

~~D.~~

~~Except as otherwise limited by the laws of the state of California, the percentage of costs reasonably borne to be recovered for each specified regulation, product or service, listed by the reference number utilized in the document identified in subsection C herein, is as follows:~~

~~Reference Number~~	~~Regulation, Product or Service~~	~~Percentage of Costs Reasonably Borne to be Recovered~~
~~S-00100~~	~~Building plan check and inspection~~	~~100.0~~
~~S-00120~~	~~Demolition permit~~	~~100.0~~
~~S-00150~~	~~Inspection-on-sale report~~	~~100.0~~
~~S-00180~~	~~Rental housing inspection~~	~~42.0~~
~~S-00210~~	~~Temporary use permit-annual~~	~~100.0~~
~~S-00220~~	~~Temporary use permit—Commission~~	~~100.0~~
~~S-00310~~	~~Fence/sign permit—Admin.~~	~~100.0~~
~~S-00315~~	~~Fence/sign permit—ARB~~	~~100.0~~
~~S-00340~~	~~Sign program review~~	~~100.0~~
~~S-00350~~	~~Home occupation permit (S-031)~~	~~100.0~~
~~S-00360~~	~~Animal keeping permit~~	~~40.0~~
~~S-00800~~	~~Variance~~	~~100.0~~

S-00910	Conditional use permit	100.0
S-01000	Architectural review	100.0
S-01100	Tentative tract map	100.0
S-01200	Tentative parcel map	100.0
S-01310	Appeal to planning commission	50.0
S-01320	Appeal to the city council	50.0
S-01400	Concept plan review	50.0
S-01510	Development plan	100.0
S-02000	Time extension	100.0
S-02200	Lot line adjustment	100.0
S-02310	Coastal devel. permit—Admin.	100.0
S-02400	Specific plan	100.0
S-03000	Certificate of compliance review	100.0
S-03025	Zoning letter	100.0
S-03050	Letter of convenience/ABC	100.0
S-03400	R.O.W. vacation processing	100.0
S-03420	Final tract map	100.0
S-03425	Final parcel map	100.0
S-03430	Final lot line adjustment	100.0
S-03444	Engineering plan check to $2,000.00	100.0
S-03446	Engineering plan check to $5,000.00	100.0
S-03448	Engineering plan check to $7,500.00	100.0
S-03450	Engineering plan check to $15,000.00	100.0
S-03452	Engineering plan check to $25,000.00	100.0
S-03454	Engineering plan check to $50,000.00	100.0
S-03456	Engineering plan check over $50,000.00	100.0
S-03802	Eng. inspection to $2,000.00	100.0
S-03804	Eng. inspection to $5,000.00	100.0
S-03806	Eng. inspection to $7,500.00	100.0
S-03808	Eng. inspection to $15,000.00	100.0
S-03810	Eng. inspection to $25,000.00	100.0
S-03812	Eng. inspection to $50,000.00	100.0
S-03814	Eng. inspection over $50,000.00	100.0
S-03916	Street cut inspection—Utilities	100.0
S-04005	R-O-W encroachment—Minor	52.0
S-04010	R-O-W encroachment—Dumpster	35.0
S-04030	R-O-W encroachment—Tables/chairs	42.0
S-04040	R-O-W encroachment—News rack	100.0
S-04042	R-O-W encroachment—Other	100.0
S-04050	Wide/oversize load review	100.0
S-04070	Special event—Application review	25.0
S-04075	Special event clean up service	100.0
S-04110	Bus. Regulation—Adult oriented	100.0
S-04140	Bus. Regulation—Filming—Tier I	100.0
S-04142	Bus. Regulation—Filming—Tier II	100.0
S-04160	Bus. Regulation—Solicitor/peddler	100.0
S-04170	Bus. Regulation—Live entertainment	100.0
S-04184	Bus. Regulation—Massage tech/therapist	100.0
S-04185	Bus. Regulation—Escort business	100.0
S-04186	Bus. Regulation—Escort	100.0

~~S-04187 Bus. Regulation—Taxicab driver 100.0~~
~~S-04189 Bus. Regulation—Taxicab company 100.0~~
~~S-04400 Shopping cart impound release 100.0~~
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~~S-08025 Mobile home rent adjustment review 100.0~~
~~S-08200 Research service 100.0~~
~~S-08320 Document copy service 100.0~~
~~S-08410 DVD/audio tape copying 100.0~~
~~S-08420 Video tape copying 100.0~~
~~S-08530 Business license review 100.0~~
~~S-08590 Business license listing 100.0~~
~~S-08595 NSF check processing 100.0~~
~~S-08722 Agenda mailing service—Annual 100.0~~
~~S-08724 Minutes mailing service—Annual 100.0~~
~~S-08734 Full agenda packet mailing—Single 100.0~~

~~E.~~

~~A minimum fee of ten dollars shall be charged in all instances except in the cases of the regulation, products or services listed in this section as reference numbers S-045, S-046, S-050, S-051, S-053, S-057, S-058, S-062, S-063, S-064, S-067, S-068, S-071, S-074, S-082, S-083 and S-086.~~

~~F.~~

~~The schedule of frequency of rate adjustments may be varied by the city manager to adjust revenues sufficient to meet debt service coverage requirement of any bond, certificate, or ordinance, resolution, indenture, contract, or action under which securities have been issued by the city which contain any coverage factor requirement.~~

~~G~~C.

For the purpose of this chapter, "fee and/or charge" includes any required deposit relating to a regulation, product, or service enumerated in this section, which deposit is to be applied against such fee and/or charge.

~~D~~H.

~~When deemed necessary by the city manager, the general fund of the city may be used to pay for part or all of the costs reasonably borne to be recovered for a regulation, product or service enumerated herein, provided that the general fund shall be fully reimbursed for such payment when the fee or charge for such regulation, product or service is received by the city or by transfer from the appropriate fund.~~

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
November 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Annual Report of the Development Impact Fee Program and Updating the Capital Improvement Plan.

STAFF RECOMMENDATION

Adopt Resolution No. 6276, approving and accepting the Annual Report of the Development Impact Fee Program and updating the Capital Improvement Plan.

Sample Motion: I move to adopt Resolution No. 6276, as read by title only.

BACKGROUND

In order to mitigate the impacts on public improvements and facilities due to new development or redevelopment, the City established a Development Impact Fee (DIF) Program. The City's DIF Program was initially established in 1994 through adoption of City Council Ordinance No. 500, and its regulations reside in Chapter 15.80 of the Carpinteria Municipal Code. The City's DIF Program was established pursuant to the authority granted to cities through the Mitigation Fee Act (Government Code Section 66000 et seq.), also known as Assembly Bill 1600.

Public improvement projects, also known as capital projects, are described in the City's Capital Improvement Plan (CIP) and include projects that are entirely or partially necessary due to impacts on public improvements and facilities created by new development. The amount of each DIF is determined based on a nexus study, which the City regularly updates[1]. The nexus study determines the "fair share" of each improvement and facilities project's cost that is attributable to new development projects.

The Mitigation Fee Act requires local agencies to comply with specific annual reporting and accounting procedures. The City prepares the DIF Program annual report along with any CIP updates, which are presented at a public hearing. As a part of the annual report, the City Council considers and acts on findings necessary to determine compliance with the Mitigation Fee Act.

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[1] 2017 Development Impact Fee Report. City of Carpinteria. 24 August 2017

The purpose of this agenda matter is for the City Council to consider and adopt Resolution No. 6276, approving and accepting the annual report of the DIF Program and updating the CIP.

DISCUSSION

Annual Reporting of Development Impact Fees

Collection of development impact fees contribute revenue to fund public improvements and facilities of the CIP. The following categories of development impact fees (listed in alphabetical order) are collected through the City's DIF Program:

- Aquatics Facilities
- General Government Facilities
- Highways and Bridges
- Open Space
- Park and Recreation Facilities
- Park Land Acquisition
- Parking Facilities
- Quimby
- Storm Drain Facilities
- Streets and Thoroughfares
- Traffic Control Facilities

Proposed Resolution No. 6276, (Attachment A), if adopted by the Council, is the City's Annual Report on the DIF program. Exhibits to Resolution No. 6276 include the following requisite information:

(A) A brief description of the type of fee in the account or fund. See Exhibit 1 of Resolution No. 6276.

(B) The amount of the fees. See Exhibits 2 and 3 of Resolution No. 6276.

(C) The beginning and ending balance of the account or fund. See Exhibit 5 of Resolution No. 6276.

(D) The amount of the fees collected and the interest earned. See Exhibit 5 of Resolution No. 6276.

(E) An identification of each public improvement by which fees were expended and the amount of the expenditures on each improvement funded with fees including the percentage of the total cost of the public improvement that has been expended to date with the fees. Table 1 below identifies capital projects for which development impact fees were spent during Fiscal Year 2022-23 and in previous fiscal years.

Project Number	Project Name	DIF Category	Estimated Cost	DIF Funds Expended in Previous FYs	DIF Funds Expended in FY 2022-23	Total Amount Expended To Date	% Total Cost Expended To Date
HI-07	Carpinteria Avenue Bridge over Carpinteria Creek	Highways & Bridges	$12,661,390	$409,759.83	$1,538.53	$411,298.36	3.25%
SD-02	East Via Real Storm Drain	Storm Drain Facilities	$1,093,063	$99,029.35	$32,483.33	$131,512.68	12.03%
PR-35	Acquire Easements and Construct Trails at Bluff I and II	Park Land Acquisition	$1,035,434	$27,396.14	$67,698.60	$95,094.74	9.18%
PR-42	La Concha Park	Park & Recreation Facilities	$647,800	$3,862.50	$1,845.00	$5,707.50	0.88%
TC-01	Carpinteria Avenue & Palm Avenue	Traffic Control Facilities	$251,301	$58,298.83	$22,250.00	$80,548.83	32.05%
PR-34	Carpinteria Creekside Parcel Acquisition	Open Space	$352,388	$85,637.58	$3,097.00	$88,734.58	25.18%
PR-05	Monte Vista Park Playground Equipment Replacement Project	Quimby	$250,000	$111,001.00	$100,000.00	$211,001.00	84.40%
					Total:	**$228,912.46**	

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete, per Government Code Section 66001(a)(2). See Exhibit 4 of Resolution No. 6276.

(G) A description of each inter-fund transfer or loan made from the account or fund including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan. (No inter-fund transfers have been made.)

(H) The amounts of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001. (No refunds or allocations have been made.)

[Government Code Section 66066(b)]

The Mitigation Fee Act also requires that for the fifth year following the first deposit into a DIF account or fund, and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

(A) Identify the purpose for which the fee is to be put;
(B) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;

(C) Identify all sources and amounts of funding anticipated to complete financing for incomplete improvements; and
(D) Designate the approximate dates on which the funding referred to in item 3 above is expected to be deposited into the appropriate account or fund.

[Government Code Section 66001(d)]

Since many of the DIF categories start at different years, the five-year findings for all DIF categories are presented every year with the annual reporting. The five-year findings are included in the proposed Resolution No. 6276.

Quimby Fees

Quimby fees are collected for the acquisition of parklands through non-commercial residential projects that include subdivisions. Continued increases in the development of dwelling units and mobile home spaces, combined with the resulting increase in population, created a need for expansion of public parks, playgrounds, and recreation facilities in order to serve the population. Quimby fees are accounted and reported as required by the Quimby Act (Government Code Section 66477 et seq.) and Carpinteria Municipal Code Chapter 16.24 (Park and Recreation Facilities Dedication and Fees). The local agency, to which the land or fees are conveyed or paid, must:

1. Develop a schedule specifying how, when, and where it will use the land or fees or both to develop park and recreational facilities to serve residents of the subdivision; and
2. Commit any fees to approved projects within five years of the date they were collected.

[Government Code Section 66477(a)(6)(A)]

Exhibit 4 of the proposed Resolution No. 6276 shows the property acquisition projects to which Quimby fees would be allocated. All future Quimby fees are committed to the property acquisition projects.

Development impact fees including Quimby fees are adjusted automatically on July 1 of each year in accordance with the procedures established in Carpinteria Municipal Code Sections 15.80.050 and 16.24.080, respectively. Exhibit 2 of the proposed Resolution No. 6276 shows the adjusted development impact fees. Exhibit 3 thereof shows the adjusted Parks and Recreational Facilities development impact fees, which is based on the sales report data provided by the Santa Barbara County Assessor's Office [Carpinteria Municipal Code Sections 15.80.050(A) and 16.24.080(C)].

Capital Improvement Plan

The Annual Report also includes adjustments to the cost estimates in the CIP. The adjustments are made using the price index established in Carpinteria Municipal Code Section 15.80.160, in order to ensure the estimated construction costs reflect actual costs including inflation. The cost estimates are also shown in Exhibit 4 of the proposed Resolution No. 6276. Each cost estimate is based on a project-specific analysis.

POLICY CONSISTENCY

The City's annual reporting is consistent with the Mitigation Fee Act, as codified by Government Code Sections 66000 et seq. and 66477 et seq. and Carpinteria Municipal Code Chapters 15.80 and 16.24.

FINANCIAL CONSIDERATIONS

As of June 30, 2023, the audited Fiscal Year 2022-23 end balances are shown as follows:

GENERAL GOVERNMENT FACILITIES DIF	$31,774.31
HIGHWAY & BRIDGES DIF	$880,465.41
STORM DRAIN FACILITIES DIF	$266,823.92
TRAFFIC CONTROL FACILITIES DIF	$280,790.06
STREETS & THOROUGHFARES DIF	$108,681.49
PARKING FACILITIES DIF	$133,979.42
PARK LAND ACQUISITION DIF[1]	$43,031.35
PARK & RECREATION FACILITIES DIF	$114,992.30
AQUATIC FACILITIES DIF	$57,108.13
OPEN SPACE DIF	$43,655.15
QUIMBY FEES	$261,866.61
TOTAL	$2,223,168.17

1. Park Land Acquisition DIF is a carry-over from the previous DIF Program and is no longer collected.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Notice of the public hearing appeared in the Coastal View Newspaper on November 16 and 23, 2023, and is consistent with Government Code Sections 65090, 65094, and 66002.

OPTIONS

1. Adopt Resolution No. 6276, approving and accepting the Annual Report of the Development Impact Fee Program and updating the Capital Improvement Plan. (Staff recommendation).
2. Direct staff to amend Resolution No. 6276, as determined appropriate, and adopt Resolution No. 6276 as amended.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Resolution No. 6276

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

Resolution No. 6276

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RESOLUTION NO. 6276

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA UPDATING THE CITY'S CAPITAL IMPROVEMENT PLAN AND APPROVING AND ACCEPTING THE ANNUAL REPORT ON THE CITY'S DEVELOPMENT IMPACT FEE PROGRAM

WHEREAS, on January 24, 1994, the City Council adopted Ordinance No. 500, which established the City's Development Impact Fee program; and

WHEREAS, by Resolution Nos. 5749 and 5750, adopted September 25, 2017, the City Council adopted the City's 2017 Development Impact Fee Report and established a Development Impact Mitigation Fee Schedule for Development within the City of Carpinteria, respectively; and

WHEREAS, on November 28, 2022, via adoption of Resolution No. 6177, the City Council last approved the updated Capital Improvement Plan and the City's Annual Report on the City's Development Impact Fee Program; and

WHEREAS, Carpinteria Municipal Code Chapter 15.80 provides for an annual review of the Capital Improvement Plan, and Section 15.80.160 provides for an annual review of both the City's Development Impact Fee Program and the balance of funds currently maintained in the City's various Development Impact Fee accounts; and

WHEREAS, Carpinteria Municipal Code Chapter 16.24 provides for the City's collection of Quimby Act fees collected pursuant to Government Code Sections 66477 *et seq.*; and

WHEREAS, the documents that collectively reflect the balance in each Development Impact Fee and Quimby fee account, the fee balance, interest, credits, income, and the amount of expenditure by public facility and the amount of refunds made for the fiscal year ("the Document"), have been available for public review as required by law.

NOW, THEREFORE BE IT RESOLVED as follows:

SECTION 1.

The foregoing recitals are true and correct and incorporated in this Resolution by this reference.

SECTION 2.

The City Council finds that new development in the City will generate additional demands on public facilities throughout the City, and will contribute to the impact upon public facilities.

SECTION 3.

The City Council finds that the use to which the fees will be put is construction of public improvements at estimated costs described in the Capital Improvement Plan, and determines that there is a continued need for these improvements and that there is a reasonable relationship between such need and the type of development projects on which the fee is imposed, as such reasonable relationship is described in more detail in the City's Development Impact Fee Program and the Capital Improvement Plan.

SECTION 4.

The City Council finds that the fees expected to be generated by new development will not exceed the costs for construction of public facilities set forth in the Capital Improvement Plan.

SECTION 5.

The City Council finds that there is a reasonable relationship between the fees' use and the type of development for which the fees are charged, as these reasonable relationships are described in more detail in the City's Development Impact Fees Program and Capital Improvement Plan.

SECTION 6.

The City Council finds the cost estimates set forth in the Capital Improvement Plan (as amended) are reasonable cost estimates for the public facilities contained in the Capital Improvement Plan, and that the fees expected to be generated by new development will not exceed the costs for construction of the public facilities set forth in the Capital Improvements Plan.

SECTION 7.

The City Council approves the amendment to the City's Capital Improvement Plan as shown in Exhibit 4.

SECTION 8.

The City Council approves the annual financial report for Development Impact Fees and Quimby Fee for Fiscal Year 2022-2023.

SECTION 9.

The City Council approves and adopts Exhibits 1-5, inclusive, attached hereto, which include the FY 2023-2024 Development Impact Fees and Quimby fees set forth in Exhibits 2 and 3, and commits the Development Impact Fees and Quimby fees reflected in Exhibit 5 dedicated to the public improvement projects contained in Exhibit 4.

SECTION 10.

As to funds on deposit in the General Government Facilities Fund, the City Council finds as follows:

a) The purpose of the General Government Facilities Fund is to Finance the Construction of General Government Facilities as detailed further in Exhibit 4.

b) A reasonable relationship between the General Government Facilities Development Impact Fee and its purpose exists, in that the City's DIF Report, as updated, demonstrates that the General Government Facilities DIF is assessed to new development in proportion to such development's impacts on necessary General Government Facilities.

c) The sources and amounts of funding for General Government Facilities, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.

d) The approximate dates on which the funding to construct the General Government Facilities, identified in the City's Capital Improvement Plan, are expected to be deposited into the General Government Facilities Fund are shown in Exhibit 4.

SECTION 11.

As to funds on deposit in the Highways and Bridges Fund, the City Council finds as follows:

a) The purpose of the Highways and Bridges Fund is to finance the construction of highway interchanges and bridges as detailed further in Exhibit 4.

b) A reasonable relationship between the Highways and Bridges Development Fee and its purpose exists, in that the City's DIF Report, as updated, demonstrates that the Highways and Bridges DIF is assessed to new development in proportion to such development's impacts on necessary highways interchanges and bridges.

c) The sources and amounts of funding for Highway and Bridges Facilities, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.

d) The approximate dates on which the funding to construct the Highway and Bridges Facilities, identified in the City's Capital Improvement Plan, are expected to be deposited into the Highway and Bridges Fund are shown in Exhibit 4.

SECTION 12.

As to funds on deposit in the Storm Drain Facilities Fund, the City Council finds as follows:

a) The purpose of the Storm Drain Facilities Fund is to finance the construction of storm drains as detailed further in Exhibit 4.

b) A reasonable relationship between the Storm Drain Facilities Fund Development Impact Fee and its purpose exists, in that the City's DIF Report, as updated, demonstrates that the Storm Drain Facilities DIF is assessed to new development in proportion to such development's impacts on essential storm drains.

c) The sources and amounts of funding for Storm Drain facilities, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.

d) The approximate date on which the funding to construct the Storm Drain facilities, identified in the City's Capital Improvement Plan, is expected to be deposited into the Storm Drain Facilities Fund is shown in Exhibit 4.

SECTION 13.

As to funds on deposit in the Streets & Thoroughfares Fund, the City Council finds as follows:

a) The purpose of the Streets & Thoroughfares Fund is to finance the construction of Streets & Thoroughfares as detailed further in Exhibit 4.

b) A reasonable relationship between the Streets & Thoroughfares Development Impact Fee and its purpose exists, in that the City's DIF Report, as updated, demonstrates that the Streets & Thoroughfares DIF is assessed to new development in proportion to such development's impacts on necessary Streets & Thoroughfares.

c) The sources and amounts of funding for Streets & Thoroughfares, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.

d) The approximate dates on which the funding to construct the Streets & Thoroughfares, identified in the City's Capital Improvement Plan, are expected to be deposited into the Streets & Thoroughfares Fund as shown in Exhibit 4.

SECTION 14.

As to funds on deposit in the Open Space Fund, the City Council finds as follows:

a) The purpose of the Open Space Fund is to finance the acquisition of Park Open Space acreage as detailed further in Exhibit 4.

b) A reasonable relationship between the Open Space Development Impact Fee and its purpose exists, in that the City's DIF Report, as updated, demonstrates that the Open Space DIF is assessed to new development in proportion to such development's impacts on necessary Park Open Spaces.

c) The sources and amounts of funding for Open Space, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.

d) The approximate dates on which the funding to acquire Open Space, identified in the City's Capital Improvement Plan, are expected to be deposited into the Open Space Fund are as shown in Exhibit 4.

SECTION 15.

As to funds on deposit in the Parking Facilities Fund, the City Council finds as follows:

a) The purpose of the Parking Facilities Fund is to finance the construction of Parking facilities as detailed further in Exhibit 4.

b) A reasonable relationship between the Parking Facilities Development Impact Fee and its purpose exists, in that the City's DIF Report, as updated, demonstrates that the Parking Facilities DIF is assessed to new development in proportion to such development's impacts on necessary Parking facilities.

c) The sources and amounts of funding for Parking facilities, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.

d) The approximate dates on which the funding to construct the Parking facilities, identified in the City's Capital Improvement Plan, are expected to be deposited into the Parking Facilities Fund are as shown in Exhibit 4.

SECTION 16.

As to funds on deposit in the Traffic Control Facilities Fund, the City Council finds as follows:

a) The purpose of the Traffic Control Facilities Fund is to finance the construction of Traffic Control equipment as detailed further in Exhibit 4.

b) A reasonable relationship between the Traffic Control Facilities Development Impact Fee and its purpose exists, in that the City's DIF Report, as updated, demonstrates that the Traffic Control Facilities Fund DIF is assessed to new development in proportion to such development's impacts on necessary Traffic

Control equipment.

c) The sources and amounts of funding for Traffic Control equipment, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.

d) The approximate dates on which the funding to construct the Traffic Control equipment, identified in the City's Capital Improvement Plan, are expected to be deposited into the Traffic Control Facilities Fund are as shown in Exhibit 4.

SECTION 17.

As to funds on deposit in the Park Land Acquisition Fund, the City Council finds as follows:

a) The purpose of the Park Land Acquisition Fund is to finance the acquisition of land for parks as detailed further in Exhibit 4.

b) A reasonable relationship between the Park Land Acquisition Fee and its purpose exists, in that the City's DIF Report, as updated, demonstrates that the Park Land Acquisition Fund DIF is assessed to new development in proportion to such development's impacts on necessary Park facilities.

c) The sources and amounts of funding for Parks, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.

d) The approximate dates on which the funding to construct the acquisition of Parks, identified in the City's Capital Improvement Plan, are expected to be deposited into the Park Land Acquisition Fund as shown in Exhibit 4.

SECTION 18.

As to funds on deposit in the Aquatic Facilities Fund, the City Council finds as follows:

a) The purpose of the Aquatic Facilities Fund is to finance the construction of Park Aquatics facilities as detailed further in Exhibit 4.

b) A reasonable relationship between the Aquatic Facilities Development Impact Fee and its purpose exists, in that the City's DIF Report, as updated, demonstrates that the Aquatic Facilities Fund DIF is assessed to new development in proportion to such development's impacts on necessary Park Aquatics facilities.

c) The sources and amounts of funding for Aquatic facilities, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.

d) The approximate dates on which the funding to construct the Aquatic facilities, identified in the City's Capital Improvement Plan, are expected to be deposited into the Aquatic Facilities Fund as shown in Exhibit 4.

SECTION 19.

As to funds on deposit in the Park and Recreation Facilities Fund, the City Council finds as follows:

a) The purpose of the Park and Recreation Facilities Fund is to finance the design and construction for parks as detailed further in Exhibit 4.

b) A reasonable relationship between the Park and Recreation Facilities Development Impact Fee and its purpose exists, in that the City's DIF Report, as updated, demonstrates that the Park and Recreation Facilities Fund DIF is assessed to new development in proportion to such development's impacts on necessary Park and Recreation Facilities.

c) The sources and amounts of funding for Park and Recreation Facilities, identified in the City's Capital Improvement Plan, are identified as shown in Exhibit 4.

d) The approximate dates on which the funding to construct the Park and Recreation Facilities, identified in the City's Capital Improvement Plan, are expected to be deposited into the Park and Recreation Facilities Fund as shown in Exhibit 4.

SECTION 20.

As to funds on deposit in the Quimby Fund, the City Council finds as follows:

a) All the requirements of Government Code section 66477 continue to be satisfied for the City's Park and Recreation Facilities Dedication and Fees Program, codified in Carpinteria Municipal Code Chapter 16.24.

b) The Quimby fees set forth in Exhibit 3 attached hereto are approved, and all fees reflected in Exhibit 5 are committed to the parks and recreation acquisition projects contained on Exhibit 4.

SECTION 21.

The adoption of this Resolution is not a project under the California Environmental Quality Act because it is the creation of a government funding mechanism that does not involve any commitment to any specific project. (CEQA Guidelines Section 15378(b)(4).)

PASSED, APPROVED AND ADOPTED on November 27, 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 November 27, 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

ATTACHMENTS:
Exhibit 1 – Development Impact Fee Fund Descriptions
Exhibit 2 – Development Impact Mitigation Fee Schedule (Exclusive of Parks & Rec Fees)
Exhibit 3 – Development Impact Mitigation Fee Schedule (Parks & Rec Fees)
Exhibit 4 – CIP Summary
Exhibit 5 – Development Impact Fees Accounting (Audited)

EXHIBIT 1 TO RESOLUTION NO. 6276

City of Carpinteria
Development Impact Fee Fund Descriptions
2023-2024

Streets & Thoroughfares Fund: Fees collected for the actual and estimated costs to acquire additional right of ways for new public street improvements and to improve the existing street network to accommodate the increase traffic demands associated with future development.

Highways and Bridges Fund: Fees collected for the actual and estimated costs to acquire additional right of ways and construct new and/or improved Highway interchanges and bridges to accommodate the increase traffic demands associated with future development.

Traffic Control Facilities Fund: Fees collected for the actual and estimated costs for acquiring and installing new traffic control systems and to improve the existing traffic control systems to accommodate the increase traffic demands associated with future development.

General Government Facilities Fund: Fees collected for payment of the costs of acquiring and constructing additional public facilities and equipment, and improving existing public facilities to meet demand of future development.

Storm Drain Facilities Fund: Fees collected for the actual and estimated costs of constructing new drainage facilities and to improve the existing drainage facilities to mitigate the drainage impacts associated with future development.

Park Land Acquisition Fund: Fees collected for the payment of the actual or estimated costs of acquiring land for park and recreational purposes. This fee is collected from residential projects that are not associated with a subdivision.

Park and Recreation Facilities Fund: Fees collected for the payment of the actual or estimated costs of designing and constructing parks and recreational facilities on land acquired for park and recreational purposes. This fee is charged to residential projects that are not associated with a subdivision.

Open Space Fund: Fees collected for the payment of the actual or estimated costs of acquiring additional acreage to be reserved as open space or with minimal park improvements designed to protect the greater number of acres. This fee is collected from commercial or industrial projects.

Aquatic Facilities Fund: Fees collected for the payment of the actual or estimated costs of designing and constructing aquatics facilities. This fee is not collected from commercial or industrial projects.

Parking Facilities Fund: Fees collected to finance parking improvements within the Downtown area that will accommodate new development within the Downtown "T".

Quimby Fund: Fees collected pursuant to Government Code 66477 (Quimby Act) for the acquisition of parklands. These fees are collected on non-commercial residential projects that are associated with subdivisions.

Exhibit 2 to Resolution No. 6276
CITY OF CARPINTERIA
DEVELOPMENT IMPACT MITIGATION FEE SCHEDULE (1)
2023-2024
(Exclusive of Parks and Recreation Fees)

Last Updated 07/21/23

Land Use	Streets and Thoroughfares *	Highway and Bridges*	Traffic Control Facilities*	General Government Facilities*	Storm Drain Facilities*
Residential			$ / dwelling unit		
Single Family	1,553.42	7,931.42	638.73	1,428.36	4,698.49
Multiple Family	957.06	4,886.60	392.75	1,068.68	1,174.11
Congregate Care	263.55	1,345.67	108.52	793.76	1,174.11
Accessory Dwelling Unit[2]	429.95	2,196.28	176.74	529.17	2,114.63
Commercial/Industrial			$ / gross sq. ft.		
Commercial	2.12	10.84	0.87	0.39	0.99
Industrial	1.72	8.78	0.71	0.19	0.70
Resort/Hotel[3]			$ / room		
	887.81	4,533.13	364.84	32.04	-

Land Use	Parking Facilities *
Downtown "T"	**$ / parking space**
Residential	25,768.33
Commercial	25,768.33

Residential
fee by category x # of new units = total fee

Commercial/Industrial
fee by category x gross sq. ft. = total fee

(1) Resolution No. 5750, establishing a Development Impact Mitigation Fee schedule for development within the City of Carpinteria, adopted and approved by the City Council on September 25, 2017.

(2) Accessory dwelling units should be charged storm drain fee when construction of unit increases impervious surface. No storm drain fee charged if unit created within existing building footprint.

(3) All fees except for the storm drain fee are charged per room. Storm drain fee charged at the commercial rate per 1,000 square feet.

*Annually adjusted persuant to Municpal Code § 15.80.050(B)

Exhibit 3 to Resolution No. 6276
CITY OF CARPINTERIA
DEVELOPMENT IMPACT MITIGATION FEE SCHEDULE [1]
2023-2024
(Parks and Recreation Fees)

Last Updated 07/21/23

Land Use	Quimby Fee**	Park and Recreation Facilities Fee*	Aquatic Facilities Fee*	Open Space Fee**
Residential	$ / dwelling unit			
Single Family	22,010.58	5,692.76	356.57	-
Multiple Family	16,467.57	4,259.24	266.65	-
Congregate Care	-	-	-	-
Accessory Dwelling Unit	8,152.14	2,108.43	132.29	-
Commercial/Industrial	$ / sq. ft.			
Commercial	-	-	-	6.04
Industrial	-	-	-	2.93
Resort/Hotel	$ / room			
	-	-	-	480.72

(1) Resolution No. 5750, establishing a Development Impact Mitigation Fee schedule for development within the City of Carpinteria, adopted and approved by the City Council on September 25, 2017.

* Annually adjusted persuant to Municipal Code §15.80.050(B) ** Annually adjusted persuant to Municipal Code § 15.80.050(A)

Exhibit 4 to Resolution No. 6276

CAPITAL IMPROVEMENT PLAN

Project Code	Project Names	Original Cost	Total Cost	Description	Priority	Funding Sources	DIF Funding Category	Commencement Date
ALTERNATIVE TRANSPORTATION - AT								
AT-02	UPRR Pedestrian Undercrossing at Calle Ocho.	2,714,000	2,564,021	Construct new Railroad undercrossing to accommodate bicyclists and pedestrians	Medium	DIF	Streets & Thoroughfares	2030
AT-03	UPRR Multi-Use Trail Undercrossing at the Carpinteria Bluffs.	7,999,000	7,556,966	Construction of a new railroad undercrossing at the southwest corner of the Carpinteria Bluffs to accommodate bicyclists and pedestrians.	Low	DIF	Streets & Thoroughfares	2030
AT-05	Franklin Channel Multiuse Path.	898,000	848,375	Construction of a Class I Bike Path along the east side of Franklin Channel from Carpinteria Avenue to 7th Street.	Medium	DIF	Streets & Thoroughfares	2022
AT-08	Santa Monica Channel Multiuse Path Extension.	1,649,000	1,557,874	Extension of the existing Multiuse Path located on the east side of the Santa Monica Channel from El Carro Lane north to Hwy 192.	Low	DIF	Streets & Thoroughfares	2030
AT-10	Carpinteria-Rincon Trail.	7,779,000	7,349,123	Construct Class I Bike Path between Carpinteria Avenue and Rincon County Park.	High	MA, DIF, B&P	Streets & Thoroughfares	2022
AT-11	Third Street Pedestrian Improvements.	366,000	345,774	Construct new trail along the west side of Third Street from Linden Avenue to Holly Avenue.	Low	DIF, MA	Streets & Thoroughfares	2030
AT-14	Holly Avenue Multi-Use Trail Undercrossing of UPRR.	1,245,000	1,176,200	Construction of a new railroad undercrossing at Holly Avenue to accommodate bicyclists and pedestrians. This is a high priority project.	High	DIF, MA, RMRA, GT	Streets & Thoroughfares	2030
AT-15	Pedestrian Path from Salt Marsh Park to Linden Avenue.	978,000	923,955	Construct a pedestrian path from Salt Marsh Park, along Ash Avenue and then along the south side of UPRR tracks to Linden Avenue.	Low	DIF, MA	Streets & Thoroughfares	2030
AT-16	Franklin Creek Bridge by Aliso School.	616,000	581,959	Construct a multiuse bridge over Franklin Creek Channel by Aliso School.	Medium	DIF, MA	Streets & Thoroughfares	2030
AT-18	Santa Claus Lane Trail.	8,255,000	7,798,819	Construct a Multiuse Path between the Santa Claus Lane southern terminus with the U.S. 101 Southbound Onramp and the northern terminus of Carpinteria Avenue.	Medium	DIF, MA	Streets & Thoroughfares	Completed
AT-19	Lighting Project at Franklin Creek Pedestrian Overcrossing near Ninth Street.	58,000	54,795	Install three LED pedestrian lights and LED bollards at the existing pedestrian overcrossing of Franklin Creek near Ninth Street.	Medium	DIF, SLF	Streets & Thoroughfares	Completed
AT-20	Via Real Bike Lanes.	185,000	174,777	Widen the south side of Via Real and restripe for Class II Bike Lanes from Bailard Avenue to Via Real's terminus near Carpinteria Creek.	Medium	DIF, MA	Streets & Thoroughfares	2030
AT-21	Bike Path Lighting Project.	738,000	697,217	Install lighting on existing bike paths throughout City at Santa Monica Creek, Carpinteria Creek, El Carro, and along Franklin Creek from Sterling Road to Foothill High School.	Medium	DIF, SLF	Streets & Thoroughfares	On-going
Subtotal Alternative Transportation		$33,480,000	$31,629,856					

CAPITAL IMPROVEMENT PLAN

Project Code	Project Names	Original Cost	Total Cost	Description	Priority	Funding Sources	DIF Funding Category	Commencement Date
GENERAL FACILITIES - GF								
GF-02	Remodeling and/or Reconfiguration of City Hall.	2,242,000	2,118,104	Reconfiguration and/or Remodeling of the City Hall to improve energy and work space efficiency including a vehicle wash rack, recycling facility and ADA access.	High	DIF, GF	General Government Facilities	On-going
GF-03	Construction of EOC/Sheriff Sub-Station.	10,790,000	10,193,732	Construction of 10,000 square foot EOC/Sheriff Sub-Station.	Medium	DIF, GF	General Government Facilities	2030
GF-07	Public Works Yard Cover Structure.	785,000	741,620	Construction of a carport style cover structure with solar panels in the Public Works Yard for equipment and materials storage.	Medium	DIF, GF	General Government Facilities	2025
GF-10	Transit Stop Improvements.	$462,000	436,469	Improvements to existing transit stops throughout City.	Medium	DIF	General Government Facilities	On-going
GF-11	Install Fire Sprinkler System at the Public Works Maintenance Facility.	$138,000	130,374	Install upgraded fire sprinkler system at the Public Works Maintenance Facility.	Medium	DIF, GF	General Government Facilities	2025
GF-12	New Public Works Building at City Hall.	$292,000	275,864	Construct new Public Works Building to free up use of existing garage for intended use.	Medium	DIF, GF	General Government Facilities	2025
GF-13	HVAC at City Hall.	$238,000	224,848	Replace existing HVAC system at City Hall.	High	DIF, GF	General Government Facilities	Completed
GF-14	City Hall Painting.	$157,000	148,324	Re-paint City Hall.	Low	DIF, GF	General Government Facilities	Completed
GF-15	Relocate Shuttle Electric Port.	$530,000	500,712	Relocate the existing Shuttle Electric Port from behind City Hall to the west side of the City Hall campus.	Medium	DIF, GF	General Government Facilities	Completed
Subtotal - General Facilities		$15,634,000	$14,770,047					

CAPITAL IMPROVEMENT PLAN

Project Code	Project Names	Original Cost	Total Cost	Description	Priority	Funding Sources	DIF Funding Category	Commencement Date
HIGHWAY INTERCHANGES AND BRIDGES - HI								
HI-01	Highway 101 Bailard Avenue Interchange.	30,948,000	29,237,778	Reconstruction of the 101/Bailard Avenue Interchange to accommodate increasing traffic volumes. The project may include roundabouts at Carpinteria Avenue and Via Real and assumes the replacement of the 101 overcrossing structure.	Medium	DIF, STIP	Highways & Bridges	2030
HI-06	Santa Ynez Avenue Overcrossing .	18,980,000	17,931,143	Replace existing Santa Ynez Avenue Bridge over Hwy 101.	Medium	DIF	Highways & Bridges	2030
HI-07	Carpinteria Ave Bridge over Carpinteria Creek - Bridge Work.	13,402,000	12,661,390	Replace the existing Carpinteria Avenue Bridge over Carpinteria Creek (Bridge work).	High	DIF	Highways & Bridges	2023
HI-08	South Coast 101 HOV Project.	107,000,000	101,087,056	Widen Hwy 101 through the City of Carpinteria to accommodate HOV lanes. Estimate is based on percentage of 101 HOV project that is within the City of Carpinteria which is approx. 25% of 428M.	High	DIF, STIP	Highways & Bridges	Completed
HI-09	Hwy 101 Rehabilitation Project.	37,500,000	35,427,706	Caltrans SHOPP project to replace existing AC pavement on Hwy 101. Estimate is based on percentage of 101 Rehabilitation project that is within the City of Carpinteria which is approx. 25% of 150M.	High	DIF, MA	Highways & Bridges	On-going
Subtotal - Highway Interchanges and Bridges		$207,830,000	$196,345,073					
PARKING FACILITIES - P								
P-04	Parking Lot #4.	1,298,000	1,226,271	Construct Parking Lot #4 between Linden Avenue and Elm Avenue adjacent to UP Railroad Right of Way.	Medium	DIF	Parking Facilities	2025
P-05	Parking Lot #1 Reconfiguration.	413,000	390,177	Reconfigure Parking Lot #1 by expanding parking area into 9th street and create a pedestrian area on 9th Street between Yucca Lane and Lindon Avenue.	Medium	DIF	Parking Facilities	2025
P-07	Parking Lot #2 and Cactus Lane Improvements.	1,344,000	1,269,729	Reconstruction of Parking Lot #2 paved surface and asphalt concrete curbing and install new lighting.	High	DIF, GF, RMRA, MA, SLF, PBIA	Parking Facilities	Completed
Subtotal - Parking Facilities		$3,055,000	$2,886,177					

CAPITAL IMPROVEMENT PLAN

Project Code	Project Names	Original Cost	Total Cost	Description	Priority	Funding Sources	DIF Funding Category	Commencement Date
PARKS AND RECREATION FACILITIES - PR								
PR-02	Memorial Park Trails and Access Improvements.	268,000	253,190	Construction of public restrooms and trail at Memorial Park.	Medium	DIF	Park & Recreation Facilities	2025
PR-05	Replacement of playground structures at various City Parks.	2,302,000	2,174,789	Replacement of playground structures at Heath Ranch, Monte Vista, El Carro, Franklin Creek, Memorial, and Tomol Interpretative Play Area parks.	Medium	DIF, GF	Park & Recreation Facilities	On-going
PR-06	Replacement of Lifeguard Tower.	208,000	196,506	Replacement of existing Lifeguard Tower at Linden Avenue.	High	DIF, TTF	Park & Recreation Facilities	2025
PR-09	Linden Avenue Beach End Beautification.	472,000	445,917	Improvements to the Carpinteria Beach end of Linden Avenue in order to provide a more aesthetically pleasing urban park environment and transition to the beach park.	Low	DIF, MA, TTF, GT, GF	Park & Recreation Facilities	2025
PR-14	Coastal Access Improvements, Trail Repair and Wetlands Restoration At Tar Pits.	401,000	378,840	Implement coastal habitat restoration and construct coastal access improvements and trail repair at Tar Pits Park.	Medium	DIF, TTF	Park & Recreation Facilities	On-going
PR-23	Multiuse Small Pool	262,000	247,522	Construction of a Multi-Purpose Pool at the Community Pool.	Medium	DIF	Park & Recreation Facilities; Aquatic Facilities	2030
PR-29	Fifth Street Community Garden.	556,000	525,275	Construction of a community garden along the south side of Fifth Street between Linden Avenue and Holly Avenue.	Medium	DIF, PMF, CT	Park & Recreation Facilities	Completed
PR-31	Construction of Casitas Pass Community Garden/Orchard.	1,195,000	1,128,963	Construction of a community garden on a portion of the Whitney Property east of Casitas Pass Road.	High	DIF, PMF, CT	Park & Recreation Facilities	2025
PR-32	Skate Park.	828,000	782,244	Construction of a new Skate Park at City Hall.	Medium	DIF	Park & Recreation Facilities	Completed
PR-34	Trail Parcels Acquisition.	373,000	352,388	Acquire parcels along Carpinteria Creek for habitat restoration and trail extension.	High	DIF	Park Land Acquisition; Open Space; Quimby	Completed
PR-35	Acquire Easements and Construct Trails at Bluff I and II	1,096,000	1,035,434	Acquire trail easements at Bluff I and Bluff II and construct trails.	High	DIF	Park Land Acquisition; Open Space; Quimby	On-going
PR-37	Replaster Community Pool.	64,000	60,463	Replaster Community Pool.	Medium	DIF, RSF	Park & Recreation Facilities; Aquatic Facilities	2025
PR-39	Coastal Access Ramp.	418,000	394,901	Construct new coastal access ramp to beach at Higgins Bluff.	Medium	DIF, TTF	Park & Recreation Facilities	2025
PR-40	Rebuild El Carro Park Parking Lot.	817,000	771,852	Rebuild the southern parking lot of El Carro Park.	Medium	DIF	Park & Recreation Facilities	2025
PR-41	Replace El Carro Park Restroom/Utility Building.	379,000	358,056	Replace the existing restroom and utility building in El Carro Park.	Medium	DIF	Park & Recreation Facilities	2025
	Subtotal - Parks and Recreation Facilities	$9,639,000	$9,106,338					

CAPITAL IMPROVEMENT PLAN

Project Code	Project Names	Original Cost	Total Cost	Description	Priority	Funding Sources	DIF Funding Category	Commencement Date
STORM DRAIN FACILITIES - SD								
SD-01	Casitas Pass Storm Drain.	1,170,000	1,105,344	Construction of a storm drain line on Casitas Pass from El Carro Lane to Highway 101 then east to Carpinteria Creek.	Low	DIF	Storm Drain Facilities	2025
SD-02	East Via Real Storm Drain.	1,157,000	1,093,063	Construction of a storm drain line along Poplar Street and along the north side of Via Real.	Medium	DIF	Storm Drain Facilities	2025
SD-03	Calle Arena Culvert.	334,000	315,543	Construction of a storm drain from Calle Arena to Carpinteria Creek.	Low	DIF	Storm Drain Facilities	2030
SD-04	Upper Palm Avenue Storm Drain.	79,000	74,634	Construction of a storm drain line along Carpinteria and Palm Avenue from Vallecito to 8th St.	Low	DIF	Storm Drain Facilities	2030
SD-05	Walnut Avenue Storm Drain.	1,377,000	1,300,905	Construction of a storm drain line along the north side of the UPRR from the terminus of Walnut Avenue to Carpinteria Creek.	Low	DIF	Storm Drain Facilities	2030
SD-06	Beach Area Drainage Improvements.	4,826,000	4,559,310	Construction of street improvements in the beach area neighborhood north of 3rd St. and between Linden Avenue and Ash Avenue, to improve drainage. Project will include full or partial street reconstruction, concrete swales and roll curbs.	Medium	DIF, MA	Storm Drain Facilities	On-going
SD-07	Star Pine Road Storm Drain.	816,000	770,907	Installation of a 24" storm drain along Vallecito Road and Ogan Road north of Via Real and east of Linden overcrossing.	Medium	DIF	Storm Drain Facilities	2025
SD-12	Storm Drain System Retrofit Program.	801,000	756,736	Retrofit of existing drainage inlets in the City to reduce Storm Drain Pollution.	Medium	DIF, GT	Storm Drain Facilities	On-going
SD-13	Ash Avenue Storm Water Lift Station.	3,507,000	3,313,199	Construction of an underground storm water lift station near the intersection of Ash Avenue and 3rd street to drain the area during high tide flooding events.	Low	DIF, GT	Storm Drain Facilities	2030
SD-20	Via Real at Santa Ynez Avenue Storm Drain Improvements.	399,000	376,951	Construction storm drain improvements from west Cramer Circle to Santa Ynez Avenue to replace the existing open trench.	Medium	DIF	Storm Drain Facilities	2025
SD-21	Repairs to Malibu Channel.	203,000	191,782	Perform the necessary repairs to Malibu Channel from Linden Avenue to Franklin Creek.	Low	DIF, GF	Storm Drain Facilities	2025
SD-22	Conduit Installation for Recycled Water Project.	5,652,000	5,339,664	Installation of recycled water transmission conduit for future connection to recycled water sources from the Carpinteria Sanitary District.	Medium	DIF, GF	Storm Drain Facilities	2030
Subtotal - Storm Drain Facilities		$20,321,000	$19,198,038					

CAPITAL IMPROVEMENT PLAN

Project Code	Project Names	Original Cost	Total Cost	Description	Priority	Funding Sources	DIF Funding Category	Commencement Date
STREETS AND THOROUGHFARES - ST								
ST-05	Downtown Sidewalk Infill Project.	1,109,000	1,047,715	Installation of infill sidewalk in the downtown district.	Medium	MA, SR2S, DIF	Streets & Thoroughfares	On-going
ST-13	Via Real Widening at Reef Motel.	263,000	248,466	Widening of Via Real at the Reef Motel to provide for continuous Class II Bike Lanes.	Medium	DIF, RSTP, DIF	Streets & Thoroughfares	2030
ST-18	Casitas Pass Road Traffic Calming.	363,000	342,940	Installation of landscaped medians along Casitas Pass Road and bulb outs at the Cameo Road intersection with Casitas Pass Road.	Medium	DIF, MA, RSTP, GT, SR2S	Streets & Thoroughfares	2030
ST-19	Linden Ave/Foothill Road Intersection Improvements.	710,000	670,765	Construction of intersection improvements for ADA compliance and to accommodate pedestrians, bicyclists and truck turning movements.	Medium	DIF, MA, GT, SR2S	Streets & Thoroughfares	2030
ST-27	Intersection improvements at Cramer Road and Carpinteria Avenue.	20,000	18,895	Install new crosswalk east of Cramer Road across Carpinteria Avenue.	Medium	MA, DIF	Streets & Thoroughfares	Completed
ST-32	Bailard Avenue Street Improvements.	208,000	196,506	Construct sidewalk infill and ADA facilities and curb and gutter along Bailard Avenue between Carpinteria Avenue and Via Real.	Medium	MA, B&P, DIF	Streets & Thoroughfares	Completed
ST-37	Parking, Driveway and Sidewalk improvements at and near City Hall.	173,000	163,440	Install new driveways and ADA access at City Hall, new sidewalk immediately east of City Hall, and sidewalk in-fill and restripe for parallel parking along Carpinteria Avenue between City Hall and Dump Road.	High	MA, B&P, DIF	Streets & Thoroughfares	Completed
ST- 43	Sixth Street Parking Reconfiguration.	24,000	22,674	New striping plan for the south side of 6th Street between Linden Avenue and Mable Avenue in order to reconfigure parking.	Medium	DIF, MA	Streets & Thoroughfares	2025
ST- 48	Crosswalk Relocation at Carpinteria and Elm Avenue.	82,000	77,469	Replace the two existing crosswalks at the intersection of Carpinteria Avenue Elm Avenue and add bulb-outs at the intersection of Carpinteria Avenue and Holly Avenue.	High	MA, B&P, DIF	Streets & Thoroughfares	Completed
ST- 55	Ninth Street Parking and Sidewalk Improvements.	1,047,000	989,142	Install new curb, gutter and sidewalk on the south side of 9th Street and reconfigure the on-street parking and add cul-de-sac from Holly Avenue to Franklin Creek. This is a high priority project.	High	MA, DIF	Streets & Thoroughfares	2025
ST-56	Santa Monica/Via Real Intersection Modification.	5,472,000	5,169,611	Address operation deficiencies at the intersection of Santa Monica Avenue and Via Real through the installation of a roundabout.	High	MA, DIF	Streets & Thoroughfares	Completed
ST-57	Carpinteria Ave Bridge over Carpinteria Creek - Roadway.	3,015,000	2,848,388	Replace the existing Carpinteria Avenue Bridge over Carpinteria Creek (Roadway work).	High	GT, MA, RMRA, DIF	Streets & Thoroughfares	2023
Subtotal - Streets and Thoroughfares		$12,486,000	$11,796,009					

CAPITAL IMPROVEMENT PLAN

Project Code	Project Names	Original Cost	Total Cost	Description	Priority	Funding Sources	DIF Funding Category	Commencement Date
TRAFFIC CONTROL FACILITIES - TC								
TC-01	Carpinteria Avenue/Palm Avenue Intersection Improvements.	266,000	251,301	Install a new traffic signal at the intersection of Carpinteria Avenue and Palm Avenue along with an interconnect system to the existing traffic signal at the intersection of Casitas Pass Road and Carpinteria Avenue in order to coordinate traffic signal operations.	Medium	DIF	Traffic Control Facilities	Completed
TC-02	Santa Ynez Avenue/Via Real Intersection Improvements.	259,000	244,687	Install a new traffic signal at the intersection of Santa Ynez Avenue and Via Real along with an interconnect system to the existing traffic signal at the intersection of 7th Street and Carpinteria Avenue in order to coordinate traffic signal operations.	Medium	DIF	Traffic Control Facilities	2025
Subtotal - Traffic Control Facilities		525,000	495,988					
Total		$302,970,000	$286,227,526					

Funding Sources Key

DIF	Development Impact Fee
MA	Measure A Fund
B&P	Bike & Pedestrian Program through Measure A
RMRA	Road Maintenance & Repair Account Fund
GT	Gas Tax
SLF	Street Lighting Fund
GF	General Fund
STIP	State Transportation Improvement Program
PBIA	Parking Business Improvement Area Fund
TTF	Tidelands Trust Fund
PMF	Park Maintenance Fund
CT	Caltrans
RSF	Recreation Services Fund
SR2S	Safe Routes to School Program through Measure A
RSTP	Regional Surface Transportation Program

Note: Estimates are general in nature and in some instances concept level.

EXHIBIT 5 TO RESOLUTION NO. 6276
CITY OF CARPINTERIA
DEVELOPMENT IMPACT FEES ACCOUNTING (AUDITED)

CITY OF CARPINTERIA

DEVELOPMENT IMPACT FEES		LEDGER At July 1, 2022	ADJUSTMENTS	CREDITS	INTEREST	DEBITS	LEDGER At June 30, 2023
ACCOUNT	PURPOSE						
301-000-3016	GENERAL GOVERNMENT FACILITIES DIF	$29,147.23	$0.00	$2,271.24	$355.84	$0.00	$31,774.31
301-000-3001	HIGHWAYS & BRIDGES DIF	$854,432.15	$0.00	$17,674.08	$9,897.71	$1,538.53	$880,465.41
301-000-3002	STORM DRAIN FACILITIES DIF	$293,311.40	$0.00	$2,940.24	$3,055.62	$32,483.33	$266,823.93
301-000-3003	TRAFFIC CONTROL FACILITIES DIF	$298,605.04	$0.00	$1,423.60	$3,011.42	$22,250.00	$280,790.06
301-000-3004	STREETS & THOROUGHFARES DIF	$103,999.94	$0.00	$3,460.74	$1,220.81	$0.00	$108,681.49
301-000-3005	PARKING FACILITIES DIF	$132,473.53	$0.00		$1,505.90	$0.00	$133,979.43
301-000-3006	PARK LAND ACQUISITION DIF[1]	$34,764.32	$0.00	$7,786.54	$480.49	$0.00	$43,031.35
301-000-3007	PARK & RECREATION FACILITIES DIF	$182,479.92	$0.00	$0.00	$2,055.98	$69,543.60	$114,992.30
301-000-3008	AQUATIC FACILITIES DIF	$55,980.35	$0.00	$487.48	$640.30	$0.00	$57,108.13
301-000-3009	OPEN SPACE DIF	$38,076.97	$0.00	$5,089.14	$489.04	$0.00	$43,655.15
301-000-3017	QUIMBY FEES	$360,896.69	$0.00		$4,066.92	$103,097.00	$261,866.61
	TOTAL	$2,384,167.54		$41,133.06	$26,780.03	$228,912.46	$2,223,168.17

1. Park Land Acquisition DIF is a carry-over from the previous DIF Program.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
November 27, 2023

ITEM FOR COUNCIL CONSIDERATION

2023 Economic Vitality Program report

STAFF RECOMMENDATION

Receive and file the 2023 Economic Vitality Program report

Sample Motion: I move to receive and file the 2023 Economic Vitality Program report.

BACKGROUND

The annual report on the Economic Vitality Program ("Program") was last provided in 2019. Reports were not provided for years 2020, 2021, and 2022 due to COVID-19 and staffing transition.

The Program consists of activities related to all City Departments, including General Government; Administrative Services; Community Development; Public Works; and Parks, Recreation and Community Services. The Program is overseen by the City Manager's office with primary responsibility assigned to the Assistant City Manager. The integrated nature of the Program in the City organization is fundamental to its approach in promoting a vital and sustainable economy in Carpinteria.

Outlined in this report are the various Program activities, projects, and services that contribute to economic vitality in Carpinteria.

DISCUSSION

A. General Government

Program items managed annually by General Government staff may include business attraction and retention activities, legislative action and/or advocacy, visitor services (e.g., HOST Program), and communication and coordination with the Chamber of Commerce.

Legislative Advocacy and Development

The City has taken positions on legislation or developed legislation that supports local businesses in several ways, including, but not limited to:

- A moratorium on formula businesses
- Protection of the City's affordable housing stock, including letters of opposition to various proposed bills affecting housing and threatening local control, changes to Zoning regulations and Zoning Map regarding Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU) regulations, and anti-displacement measures, to name a few.
- Anti-Displacement program regulations were initiated by the City Council in May of this year. Related work to date includes adoption of a just-cause eviction ordinance to protect tenants that was adopted as an urgency matter in September. The anti-displacement program, in part, serves to protect housing for workers in key local industries such as hospitality.
- COVID-19 Outdoor Business Permit Program and Downtown "T" Parklet Permit Program: Allows use of private property outdoor spaces and City right-of-way for limited business operations, initially to comply with County health orders and to support businesses during the pandemic, and later in acknowledgment of ongoing risks and to support economic recovery efforts.

HOST Program

The City's HOST Program exists primarily to support and promote visitor services in the Downtown. Every weekend from Memorial Day through Labor Day in September, City HOSTs volunteer their time at the downtown Visitor Center greeting visitors, answering questions about the Carpinteria Valley and providing information on activities that appeal to a variety of interests. During the 2023 Season, HOST greeted 3,282 visitors representing 28 states and 13 countries, including many Californians.

General Business Assistance

- In the past, City staff maintained an Available Commercial Properties inventory on the City's web page; however, this was discontinued due to the current real estate climate post-pandemic and diminished utility.
- To develop and maintain relationships and support local business, City staff and elected officials attend various business-related events such as the annual State of the City and County events, Chamber mixers, and the annual UCSB South County Economic Summit.

Chamber of Commerce

In the past, the City Manager served as an ex-officio member of the Carpinteria Valley Chamber Board of Directors. In addition, members of City Council and the Chamber Board of Directors met as the City/Chamber Committee to work on cooperative projects and programs aimed at improving the business climate in Carpinteria. Since the last Program report in 2019, the Carpinteria Valley Chamber of Commerce merged with chambers from Santa Barbara, Goleta, and surrounding areas, to form the Santa Barbara South Coast Chamber of Commerce ("Chamber".) After the merger, the Chamber initiated the Carpinteria Business Committee. The committee last met on October 17, 2022, and has since dissolved; however, according to the Chamber, several members sit on other Chamber committees where similar discussions occur.

In partnership with the Chamber, the City sponsors and participates in the Chamber's annual State of the City event and the Carpinteria Community Awards Gala. In addition, to maintain communication with the Chamber on Carpinteria-specific issues, the City Manager, Assistant City Manager, and Chamber Executive Director endeavor to meet at least quarterly to discuss overlapping matters of interest with the goal of assisting Chamber efforts that are in alignment with City policy, as well as improving mutual understanding for individual policies not in exact alignment. The Chamber's current programs and priorities include, but are not limited to:

- Housing, including State and local legislation pertaining to Average Unit Density, City Housing Elements, and Regional Housing Needs Allocation[1]. To promote workforce housing as a critical piece of the region's economic development.
- Pandemic Response & Recovery[2]. To address long-term recovery strategies, emerging issues, and additional challenges businesses faced during reopening.
- Techtopia[3]. A moniker for what the Chamber calls the "bustling hub of tech companies ranging from startups to industry leaders." Techtopia aims to promote and expand the "thriving technology and manufacturing industry on the Santa Barbara South Coast."
- Childcare[4]. To ensure a stable and equitable workforce.
- County's Climate Action Plan[5]. To ensure economically feasible and impactful climate policies.
- Homelessness[6]. To address the well-being of individuals and the community at-large. Additionally, it recognizes the impact homelessness has on businesses, tourism, and the local economy and encourages business participation in regional homelessness discussions and solutions.

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[1] https://sbscchamber.com/wp-content/uploads/2023/03/Roadmap-to-Recovery-The-Road-Home.pdf
[2] 5e553e0f-aae8-4f4a-95a0-6c4b166c2b20.pdf (constantcontact.com)
[3] https://sbscchamber.com/advocate/special-projects/
[4] https://sbscchamber.com/advocate/special-projects/
[5] https://sbscchamber.com/advocate/special-projects/
[6] https://sbscchamber.com/advocate/special-projects/

The City and Chamber work individually and cooperatively in many of these areas. Some examples include:

- Carpinteria Business Recovery Survey Walk: Assistant City Manager, Michael Ramirez, and Chamber Staff spoke to business operators about their recovery challenges and needs, and encouraged business owners to complete a recovery needs survey developed by the Chamber (May 2022).
- Promotional Ribbon Cutting events such as BEGA's Flip the Switch event to celebrate the company's large solar project (September 2022), and more recently the grand opening of Lokomania (August 2023.)
- Workshop Participation: Regional Economic Action Coalition (REACH) Economic Development Roundtable (May 2022.) Santa Barbara County Workforce Housing and Economic Development Workshop (May 2023).
- Safe Parking Program Pilot: Provides a safe place to sleep at night for individuals experiencing homelessness and living out of their vehicle, and connects individuals to resources.

Measure X

A portion of revenues from Measure X have funded Economic Vitality-related programs and services, including $200,000 allocated in the 2023-2024 adopted City budget for addressing mid and long-term impacts of the pandemic on small businesses. One example of how these funds will be spent in the current fiscal year is the purchase of prefabricated modular parklets in order to assist with upfront costs related to the City Council-approved permanent parklet program. Measure X also helps to support the City's Community Resource Officer position that provides expanded public safety, including business outreach.

B. Community Development

The Community Development Department (CDD) has a direct impact on the economic vitality of Carpinteria by providing the overall framework for the physical development of the City, encouraging new private investment and promoting the City as an attractive and safe place to live, work, and visit. Additionally, the Department oversees enforcement of local laws through its Code Compliance division to ensure the City's business districts are accessible, safe, and attractive. The Code Compliance team is instrumental in support of the City's economic vitality efforts by helping to ensure that properties are properly constructed and maintained, parking laws are adhered to, illegal and misplaced signs are corrected, and no smoking in public space rules are enforced, to name a few. Also, City Code Compliance Officers are working proactively with homeless outreach service organizations and the Sheriff's Department in their involvement with the City's homeless population

Notable projects since last annual report include:

- 700 Linden Avenue
- Via Real Hotel
- Surfliner Inn
- The Carpinteria Farm, Hospitality and Residential Project

Details on the status of these projects, and others, can be found in the recently published 2023 Carpinteria Valley Economic Profile (Attachment A.)

Housing

CDD provides a variety of activities that support the maintenance and development of workforce housing. In addition to efforts stated in the Legislative Advocacy and Development section, CDD is shepherding several mixed-use projects at various stages of development, including 68 residential and apartments units. Additional detail on the status of these projects is included in the 2023 Carpinteria Valley Economic Profile (Attachment A.).

The Department also oversees programs and implements regulations aimed at preserving the City's housing stock and affordability, including, but not limited to, city regulations that serve to limit short-term vacation rental, condominium and cooperative ownership conversions, and mobile home park conversions.

General Business Assistance

CDD staff provide a variety of assistance to new and existing businesses, including but not limited to, zoning, development, business expansion, and certificates of occupancy.

C. Public Works

The Public Works Department is responsible for the administrative, engineering, operations, and maintenance of the City infrastructure. The Department provides staff support to the Downtown "T" Business Advisory Board, the Traffic Safety Committee, and the Tree Advisory Board, and represents the City on regional transportation matters. The Public Works Department directly and indirectly impacts the local economy by making needed infrastructure improvements and maintaining City infrastructure. This work supports and encourages private investment and quality of life for both residents and visitors. The Department has on-going programs to maintain and improve the City's public realm such as administering environmental programs (e.g., stormwater quality, solid waste, resource conservation, etc.); upkeep of parks, open space, and public facilities; cleaning and painting street furnishings; repairing asphalt and concrete pavement; curbs, gutters and sidewalks; and trimming and replacing street trees. The improvement and maintenance of City infrastructure is critical to attracting and

maintaining business, supporting private property values, and promoting the community as a safe and attractive place to live and visit.

A list of the Public Works Department's completed and scheduled economic vitality related activities since the last report include, but are not limited to:

- Public Parking Lot No. 1 improvements, i.e., Electric Vehicle Charging Stations, regulatory changes concerning overnight parking, etc.
- 2022 Pavement Rehab Project
- 2023 Pavement Maintenance and Rehabilitation Project
- Linden Avenue Improvements Project
- Franklin Creek Trail Improvement Project
- Carpinteria Skate Park Project
- Linden Avenue Beach-End Beautification Project
- Parklet Permit Program

Additional detail on these projects, and others, is included in the Capital Improvements section (p. 112) of the 2023-24 Adopted Budget[7].

Downtown "T" Business Advisory Board

- As it relates to on-going general promotion of Downtown business activities, economic growth, and infrastructure maintenance of the Downtown "T" (sidewalks, street furniture, parking lots, street lighting, landscaping), the Downtown "T" Business Advisory Board (DTBAB) makes recommendations to the City Council concerning use of assessment district revenues for these purposes.

Special Events

- Community activities, especially special events, also stimulate participation and invite tourism which in turn provides vitality to the Carpinteria community's local economy. The Public Works Department administers the permitting of various special events, including but not limited to:
    - California Avocado Festival
    - Holiday Spirit Parade
    - Independence Day Parade
    - Surf 'n' Suds Beer Festival
    - Carpinteria Farmers Market

[7] https://carpinteriaca.gov/wp-content/uploads/2023/06/FY-2023-24-Adopted-Budget-06.26.2023-Final.pdf

- Rods and Roses Classic Car Show
- Amgen Tour of California

D. Parks, Recreation, and Community Services (PRCS)

Open space conservation and the creation of City parks are investments that produce significant local economic benefits. Parks provide intrinsic environmental, aesthetic, and recreation benefits to our community. Parks enhance property values, increase municipal revenue, bring in homebuyers, tourists and businesses, and attract retirees. A well-developed park and trail system benefits public health, community identity, and improves property values and local economic metrics. PRCS provides, is currently working on, and/or has completed several significant projects, programs, and services that will serve to improve the economy in the Carpinteria community, key items include, but are not limited to:

- Carpinteria Bluff II Trail
- Carpinteria Skate Park
- Carpinteria Rincon Trail Project
- Monte Vista Park Play Structure Replacement
- Senior Services
- Ocean Lifeguard Service
- Library Services

POLICY CONSISTENCY

The Economic Vitality Program is consistent with the City's Mission to enhance the City's economic base in a manner that is consistent with the needs and preferences of the community.

FINANCIAL CONSIDERATIONS

There are no financial considerations at this time.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal considerations associated with receipt and file of this report.

OPTIONS

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

PRINCIPAL PARTIES EXPECTED AT MEETING

No principal parties expected to attend.

ATTACHMENTS

Attachment A: 2023 Carpinteria Valley Economic Profile

Staff contact: Michael Ramirez
(805) 755-4450, Michaelr@Carpinteriaca.gov

Signature

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

Signature

ATTACHMENT A

2023 Carpinteria Valley Economic Profile

CITY OF CARPINTERIA, CALIFORNIA
WORLD'S SAFEST BEACH
INCORPORATED 1965

CALIFORNIA
Economic Forecast

The 2023 Carpinteria Valley Economic Profile

Volume 6 September 2023

Prepared for:

City of Carpinteria
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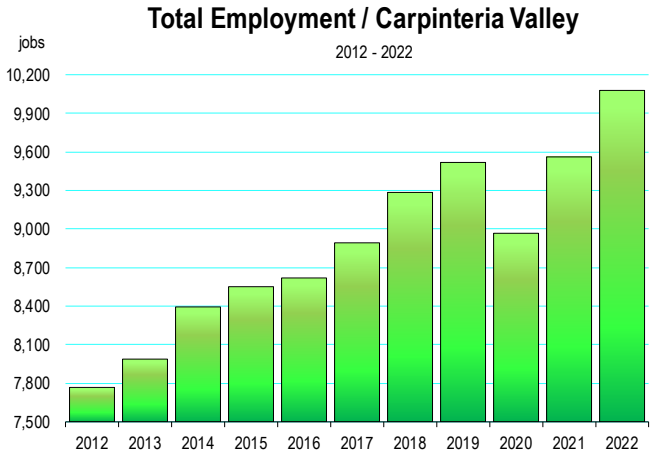
Table of Contents

Executive Summary	**1**
Demographics	**8**
Employment and Income	**14**
Residential Real Estate	**19**
Commercial Real Estate	**22**
Retail Trade and Tourism	**25**
New Development	**29**
Quality of Life	**38**
Data Sources	**43**
Acknowledgements	**44**

EXECUTIVE SUMMARY

Overview

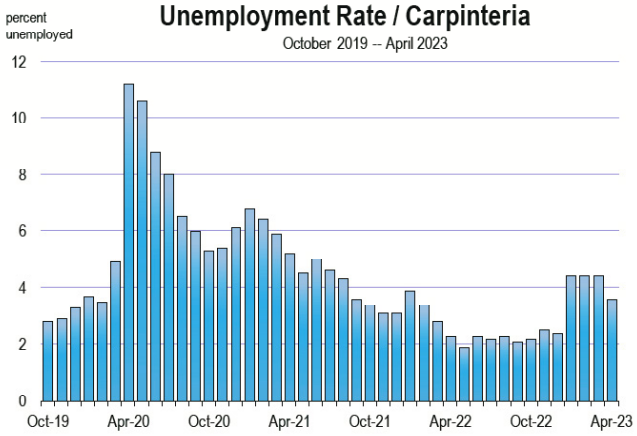
The Carpinteria Valley is a community of just over 16,000 residents. The community has always been a diverse economy consisting of emerging tech companies, advanced manufacturers, and healthcare products and services firms. The agriculture sector employs more people than any other industry, followed by manufacturing. Software and IT development have historically been a principal labor market sector in Carpinteria along with the hospitality sector supporting tourism.

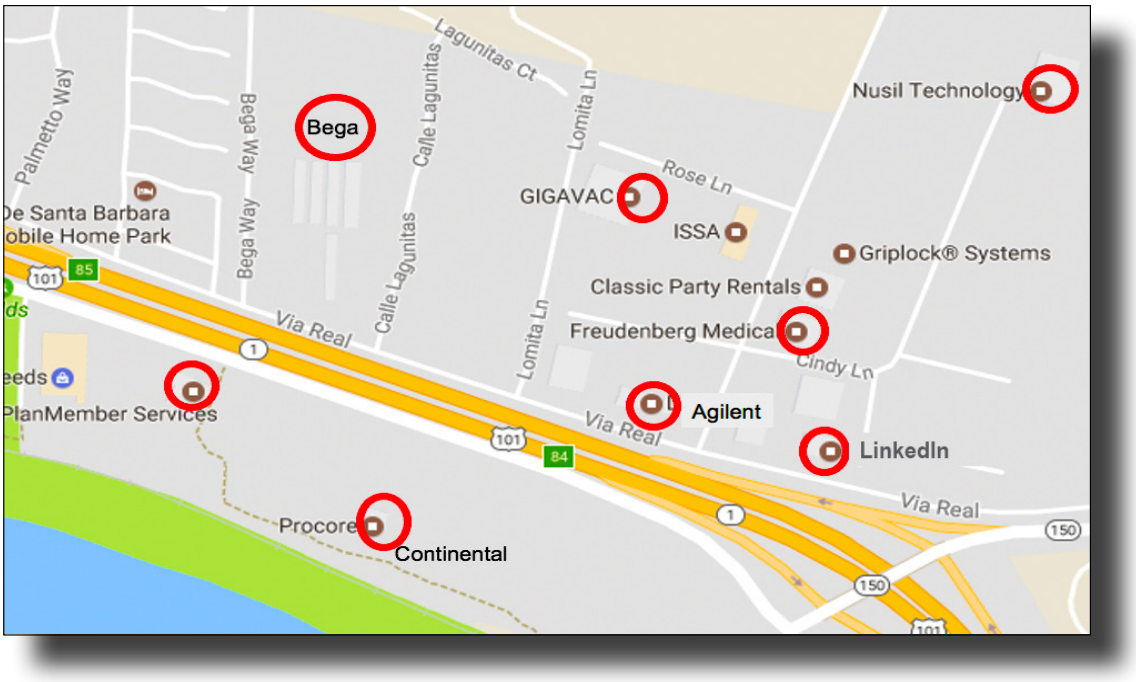


The labor market is fully utilized today. In April 2023, 3.6% of Carpinterians actively seeking employment were unemployed. Since 2020, construction has been the fastest growing employment sector, followed by entertainment & recreation services, and private education. All of the jobs lost in the pandemic recession of 2020 were fully restored in 2021, led by accommodation and food services. Between 2021 and 2022, an estimated 517 total new jobs were created.

The largest employer in the Valley is software developer, Procore, followed by Agilent Technologies, providers of diagnostic instruments and software, and the Carpinteria Unified School District which serves all public school students in grades K-12. LinkedIn and Nusil Technologies round out the top 5 largest employers in the region.

The city attracts a large volume of visitors to its beaches including the State and City beach, the Carpinteria Bluffs for hiking, the Salt Marsh Preserve for bird watching, and the annual Avocado Festival.





Largest Employers in the Carpinteria Valley.

LinkedIn. The campus on Via Real includes 87,000 square feet on 15 acres. The company is now a subsidiary of Microsoft and the principal focus of the Carpinteria operation is the production of tutorial videos for online learning.

The 230 acre park is dominated by an estuary set aside as a sanctuary for shorebirds. The preserve includes a 1.2 mile hiking trail with several observation areas for bird watching.

Tourism

The presence of visitors and their spending represents a significant contribution to the Carpinteria Valley economy. Tourism generates substantial revenues for the city's general fund, supports a significant number of jobs, and accounts for more than half of all retail sales transactions in the city of Carpinteria, including at local shops, restaurants, recreational sites, and gasoline stations.

The State Beach attracted an estimated 895,000 visitors in the latest reporting year, and these visitors spent approximately $50 million in Carpinteria.

There are seven formal transient lodging facilities with 594 rooms in the region, and more than 200 short term vacation rental properties. Hotel/motel occupancy is high to full during the summer months. In fact, peak level occupancy has precipitated the need for additional transient properties, which are now in development.

Annual room sales will record new highs in the city during fiscal year 2022-2023.

Source: Edhat Santa Barbara

The short term visitor rental industry has grown in popularity over the years and contributed a record $844,000 in transient occupancy tax revenues to the City of Carpinteria during calendar 2022.

The annual California Avocado festival was first held in 1987 and has been an ongoing annual celebration of the avocado ever since. It is the largest community gathering in the city estimated to attract 100,000 visitors over the 3 day event.

Commercial Real Estate

Despite rising employment in the office sector, remote work-from-home and hybrid work schedules have reduced the need for office space. There are fewer workers utilizing the office on a daily basis. Consequently, employers need less office space and have downsized as they renew leases, or have vacated some space and are marketing it for sublease.

Linden Avenue, downtown Carpinteria

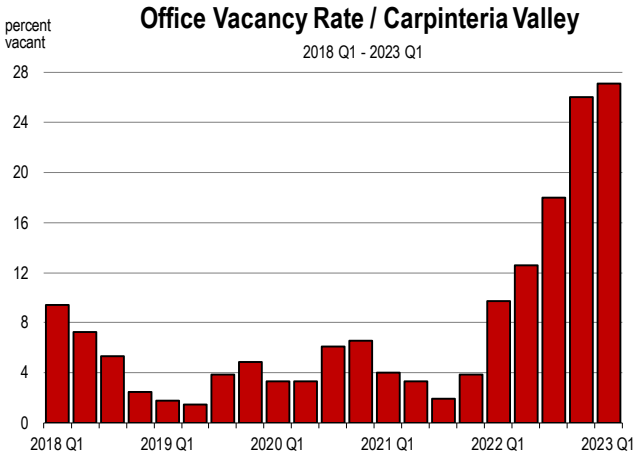
A large amount of space---approximately 27 percent of the total office market---is currently available for lease. Much of this space has been vacated by ProCore the largest employer in Carpinteria.

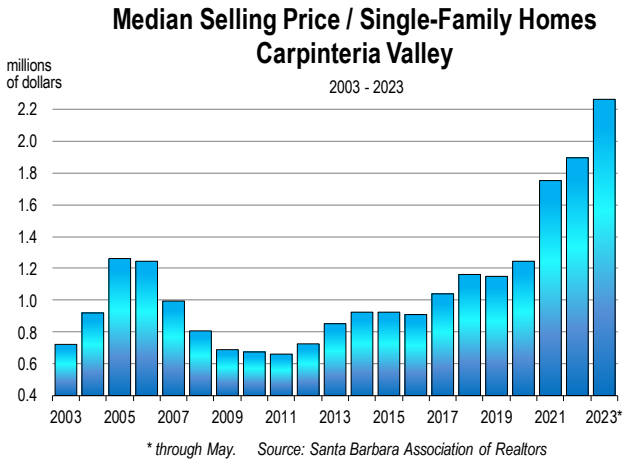
Manufacturing and technology are the most important sectors of the Carpinteria Valley economy. Historically, the high rates of both office and industrial market utilization are a testament to the strength of the Carpinteria Valley as a desirable business location along the Central Coast. While all office utilization is now in flux, the industrial sector remains a strong competitor to neighboring cities Santa Barbara, Goleta, and Ventura. Currently, industrial vacancy is negligible.

Residential Real Estate

The existing housing market is characterized by extraordinarily low inventory, high mortgage rates, and record high selling values, all of which conspire to limit home sales in the current environment.

The median selling value of a single family home in Carpinteria during 2023 was $2.3 million, an increase of 19 percent over the median selling value of all homes sold during the 2022 calendar year. There has been no correction observed in home prices despite high mortgage rates and the attendant slowdown in housing demand.

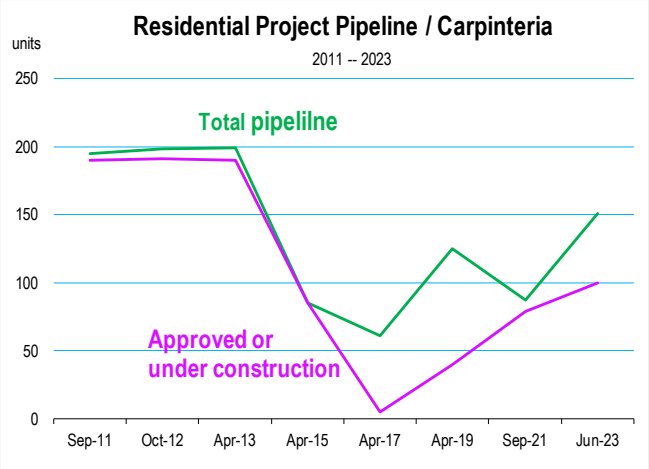




** through May. Source: Santa Barbara Association of Realtors*

New Housing Development

Fourteen homes are currently under construction along with 9 approved homes waiting to start construction this year. Just over 80,000 square feet of commercial space is under construction, including the 700 Linden project that will substantially upgrade a full city block of commercial space in the center of town.



Currently, the new residential pipeline is the largest since 2013 with 151 housing units in some stage of the planning process; 100 of these units have been approved.

With the formal application of the Carpinteria Farm project in February 2023, there is a record 417,000 square feet of commercial and industrial space in the total non-residential pipeline, with 226,000 square feet of space now approved or underway.

The Farm project features 99 transient rooms, an organic farm, restaurant, spa and commercial space, all totaling 122,200 square feet of development.

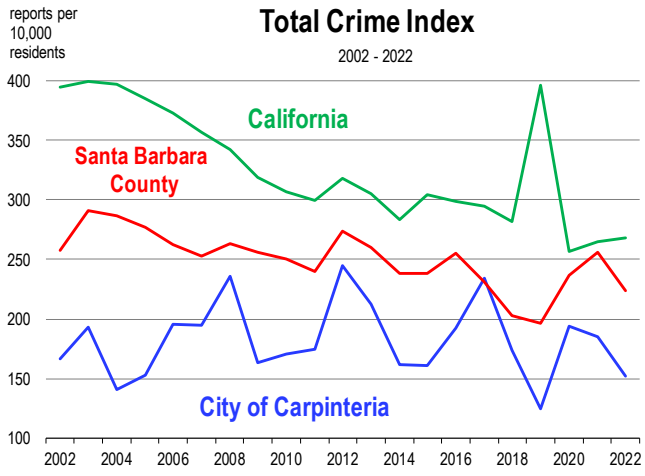
Artist rendering of 700 Linden at 8th Street.

Quality of Life

Regional economic conditions are both supported and sustained by quality of life factors present in the community. These include educational attainment of the population, their relative income, public safety and general mobility of the population to access their workplace, and acquire goods and services efficiently.

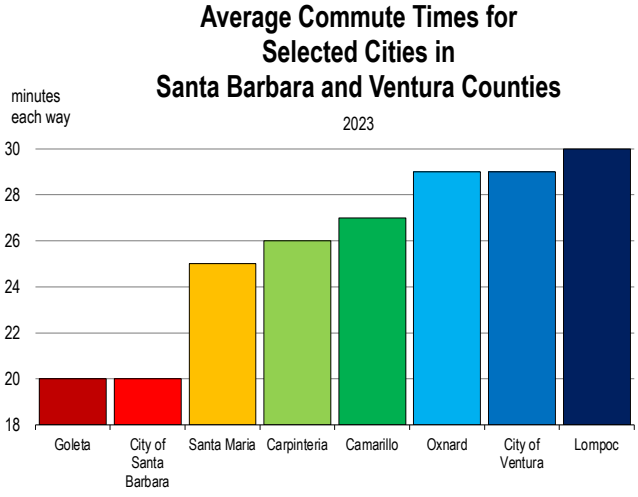
Residents of the Carpinteria Valley enjoy a relatively high standard of living, and 39 percent of the population has a 4 year college degree or higher. For the greater Santa Barbara County area, 35 percent of the population has earned a bachelor's degree or higher.

Crime rates in Carpinteria remain extraordinarily low despite the uptick observed in many cities and towns during 2020 and 2021. The incidence of both property and violent crimes in Carpinteria is still among the lowest levels observed in Central Coast communities, and is significantly lower than those prevailing across California.



Commute times for Carpinteria residents averaged 26 minutes in 2022. This average was higher than commuting residents in neighboring Santa Barbara but lower then commuting residents of Ventura and Oxnard. Highway 101 construction largely played an influencing factor in the commuting time averages.

Though the lengthy Highway 101 widening project continues between Santa Barbara and Summerland, the phase of construction through Carpinteria is now complete. Consequently, peak hour congestion is expected to markedly improve in Carpinteria this year and especially by mid 2024 when the Rincon to Ventura phase is scheduled for completion.



DEMOGRAPHICS

Demographic trends can be highly influential for regional economies.

Population growth is an important driver of economic activity, as it typically results in a larger income pool and greater consumer spending, which brings new customers to local businesses. It also creates demand for housing, which can spur the construction industry and lead to gains in property tax revenue.

Income is strongly related to educational attainment, and regions with a highly trained workforce often have a larger share of individuals in the upper income categories.

Population Growth

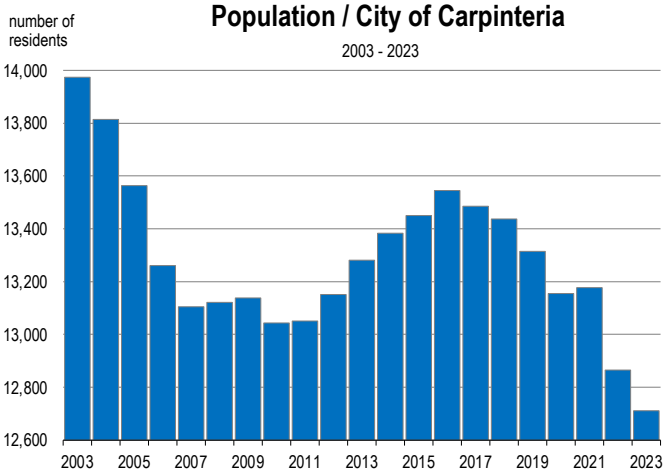
The Carpinteria population is now declining, with the City of Carpinteria losing approximately 150 residents in 2023.

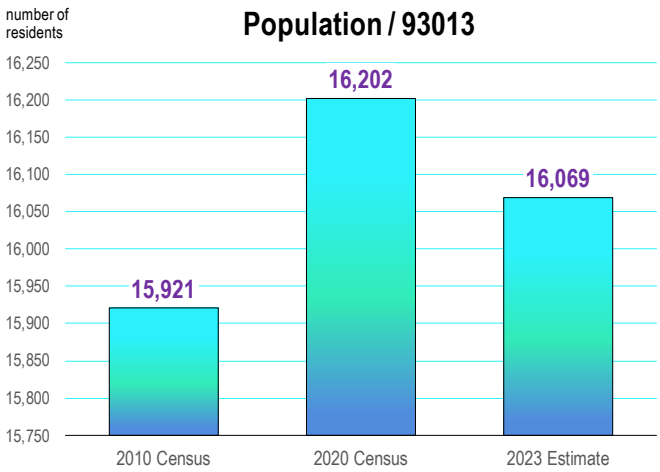
According to the Department of Finance, the city of Carpinteria has 12,711 residents as of 2023. This sends it back to population levels that were last observed in 1987.

The population has been shrinking since 2016. Between 2016 and 2023, the overall population fell by approximately 830 residents as high home prices resulted in a meaningful wave of out-migration.

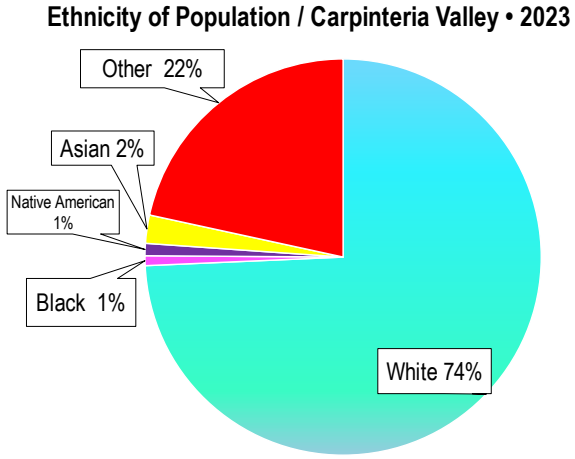
Housing prices have become a serious issue that have limited population growth and have made it difficult for low-income households to live in Carpinteria.

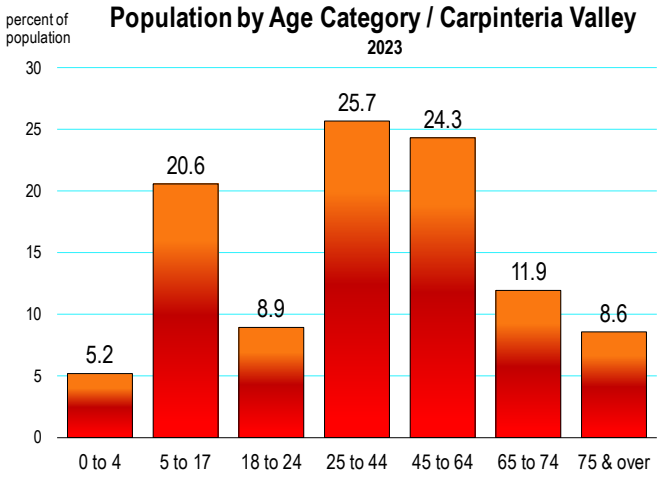
The population of the Carpinteria Valley, which includes the City of Carpinteria and the entirety of zip code 93013, is 16,069 residents in 2023. The Valley-wide population has been remarkably constant over the last 13 years.





DEMOGRAPHICS





Ethnicity and Age

White alone constitutes the largest ethnicity of Carpinteria Valley residents, followed by a mix of 2 or more races. Asian, Black/African American, and Native American round out the balance of the population's ethnicity. The composition of ethnicity in the Valley has been relatively constant since the 2010 census.

Just over 20 percent of the resident population is under 18 years old, largely constituting the pre-school and K-12 school age population. In 2023, The 5 to 17 year old population population was estimated at 2,470 children.

Principal School	Fall 2022 Enrollment
Canalino Elementary	506
Aliso Elementary	347
Carpinteria Family	70
Summerland Elementary	49
Carpinteria Middle	438
Howard School	78
Carpinteria High	678
Cate High School	279

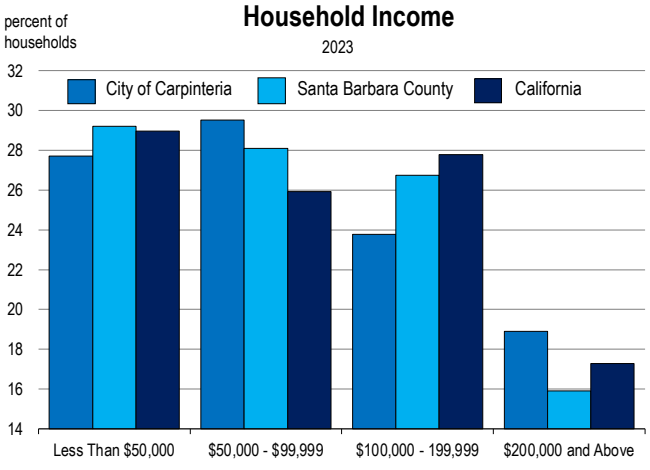
Source: California Economic Forecast

College age population constitutes 9.2 percent of the total. Entry and mid-level managerial worker age populations (25 to 44 years old) account for the largest population share at 27 percent. The population that would overlap with the senior level workforce comprises 24 percent of Carpinteria Valley residents. The retirement age population (65 years and over) accounts for nearly 19 percent of the local population.

Household Income

- The Carpinteria Valley has evolved as a relatively affluent area where residents report higher incomes than the average California or average Santa Barbara County resident.

- As of 2023, the median household income in the city of Carpinteria is $83,882, which is lower than Santa Barbara County ($84,816) and California ($89,113).



- More than 40 percent of households earned $100,000 or more. An unusually high share (almost 19 percent) earned more than $200,000.

- Carpinteria also has a flatter distribution of income than California or Santa Barbara County. Carpinteria has a larger share of households with incomes between $50,000 and $199,999 and a lower share of households with incomes below $50,000.

- Housing costs in Southern Santa Barbara County, including Carpinteria, have come to influence the distribution of income in the resident population. Because housing affordability remains a growing issue, higher income households are better able to obtain housing in the region. Over time, higher income households have moved into Carpinteria and some low income households have migrated elsewhere.

Education

- According to Claritas, a demographic data company, 23 percent of residents aged 25 and older have a bachelor's degree in the City of Carpinteria, and 14 percent have an advanced degree.

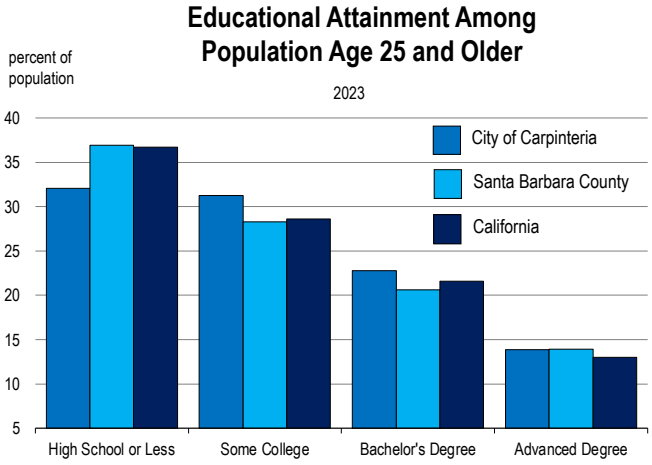
- Across Santa Barbara County, 21 percent of residents have a bachelor's degree and 14 percent have an advanced degree.

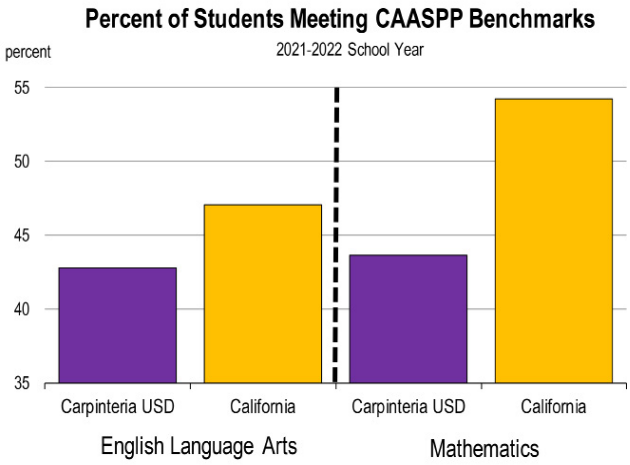
Demographic Snapshot **Carpinteria 2023**

	Population	Population Change Since 2010 (%)	Population in Labor Force (%)	Population in Poverty (%)	Median Household Income ($)	Population with 4-Year Degree or Higher (%)
City of Carpinteria	12,711	-2.3	65.3	3.0	83,882	36.7
Santa Barbara County	448,731	5.9	63.2	6.6	84,816	34.8
California	39,455,491	5.9	63.5	8.6	89,113	34.7

	Population Age 5-17	(%)	Population Age 25-64	(%)	Population Age 65+	(%)
City of Carpinteria	2,108	15.9	6,637	51.1	2,588	19.5
Santa Barbara County	72,939	16.3	209,385	46.7	74,753	16.7
California	6,382,689	16.2	20,793,813	52.7	6,368,969	16.1

Source: California Department of Finance, Claritas, California Economic Forecast





- Statewide, 22 percent of the population has a bachelor's degree and 13 percent has an advanced degree.

- Approximately 31 percent of Carpinteria residents have earned an associate's degree, or have attended some college classes without graduating, while 23 percent have a high school diploma or less.

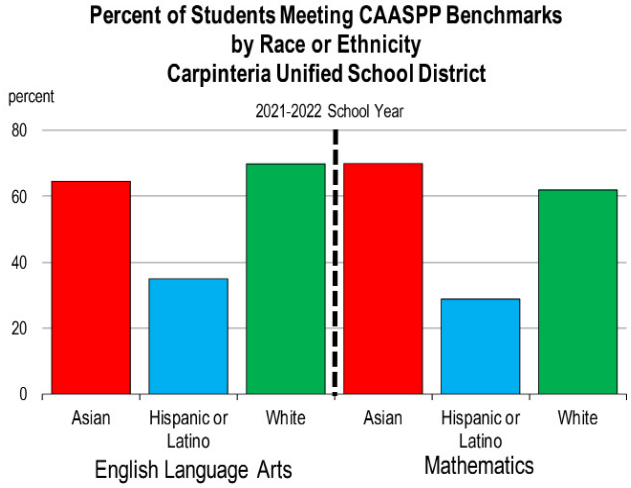
California schools now administer the CAASPP exam – a replacement system for the old California Standard Test (CST).

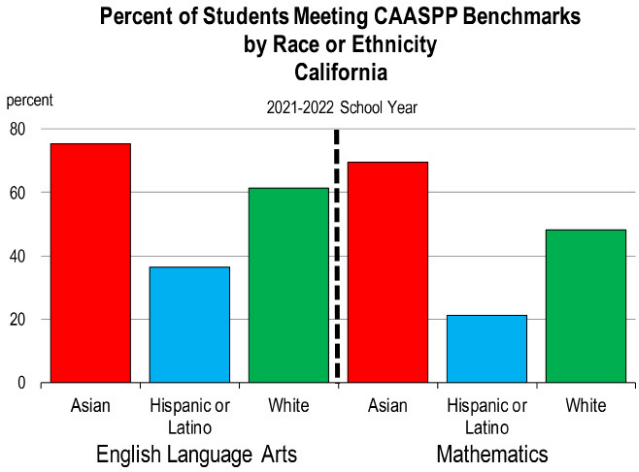
The State of California has established benchmarks for student scores, and schools can be evaluated by the rate at which their students pass these benchmarks.

Because information for the 2022-2023 school year is currently still unavailable, the most recently available data is for the 2021-2022 school year.

- On the English Language Arts portion of the CAASSP, approximately 43 percent of students met testing benchmarks in the Carpinteria USD, according to the California Department of Education.

- Across California, 47 percent of students met benchmarks on the English Language Arts test.





[1] The California Department of Education only provides data for the White, Asian, and Hispanic/Latino groups for the Carpinteria Unified School District for the CAASPP.

- Approximately 44 percent of students met Math benchmarks in the Carpinteria USD, while 54 percent met benchmarks statewide.

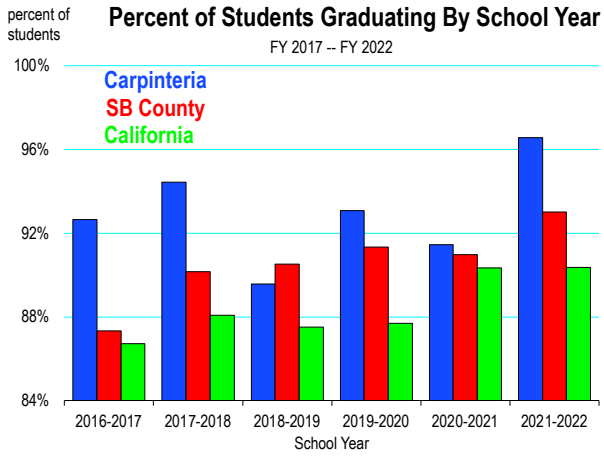
- Testing results varied by race and ethnicity. In the Carpinteria USD, 65 percent of Asian and 70 percent of White students met benchmarks in English Language Arts, while 35 percent of Hispanic or Latino students met the benchmarks.[1]

- In Math, approximately 70 percent of Asian and 62 percent of White students met benchmarks at Carpinteria USD, compared to 29 percent of Hispanic or Latino students.

- Statewide, Asian students met benchmarks at higher rates than White or Hispanic/Latino students on both tests.

The California Department of Education records the four-year adjusted cohort graduation rate each year. This includes the number of students in each cohort, the number of students who received a regular high school diploma, and the number of students who graduated meeting UC/CSU requirements.

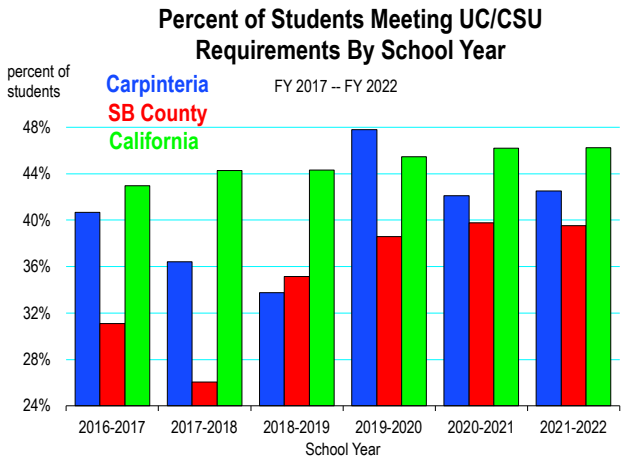
During the 2021-2022 school year, the Carpinteria Unified School district had a graduation rate of approximately 97%, which is the highest rate on record.



Santa Barbara County and the entire state of California also had their highest graduation rates in the 2021-2022 school year, both being above 90%.

These all-time high rates are most likely due to the California Legislature enacting Assembly Bill 104, which altered specific policies to help students earn their diplomas following the COVID-19 pandemic.

The pandemic took a toll on many students education during the 2020-2021 school year, and grades took a significant dip. AB 104 was signed off on by California Governor Gavin Newsom in July of 2021, and provides students with three options towards learning recovery: pass/no pass grading, student retention, and altered graduation requirements.



Evidently, the bill was successful at increasing graduation rates, even if it came at the cost of lowered academic standards.

As for the percentage of graduating students meeting UC/CSU requirements, the bill didn't seem to have much of an impact. In the 2021-2022 school year, 46% of California students met the requirements, 40% of Santa Barbara county students met the requirements, and 43% of Carpinteria students met the requirements.

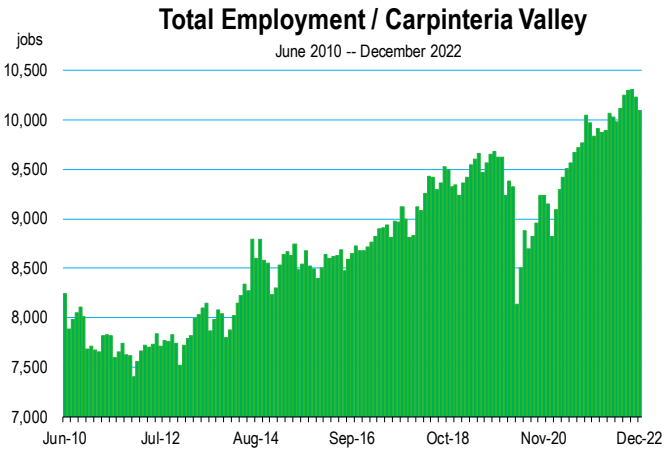
EMPLOYMENT AND INCOME

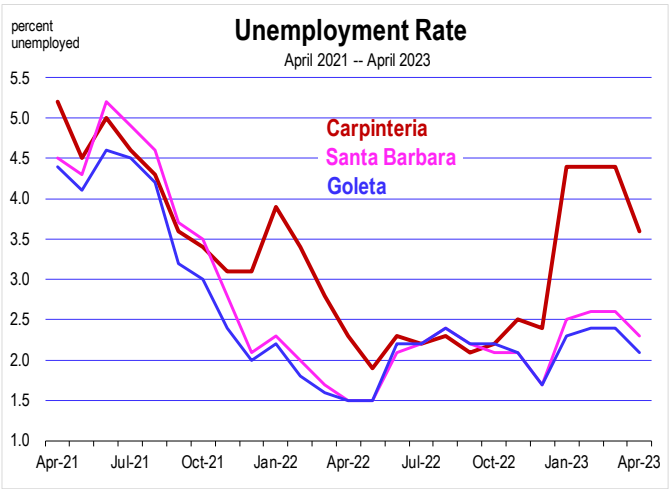
Employment and Unemployment

The labor market is currently the strongest pillar of the Carpinteria economy, indicative of California labor markets in general which are showing few signs of weakening through the first half of 2023. Total overall jobs have been restored from the pandemic recession, and total employment is now at record levels in both the County of Santa Barbara and the Carpinteria Valley.

Carpinteria is a jobs center, with more jobs available than a resident labor force to fill it. Because the population of Carpinteria is shrinking, this has limited the growth of the resident labor force amid the growing demand by local employers for workers. The region draws from the Santa Barbara and Ventura labor markets to accommodate the demand for workers, especially by the largest employers.

The unemployment rate fell to as low as 2 percent in the spring of 2022, and remained very low reflecting a very tight labor market until early 2023. It has since increased, averaging 4.0





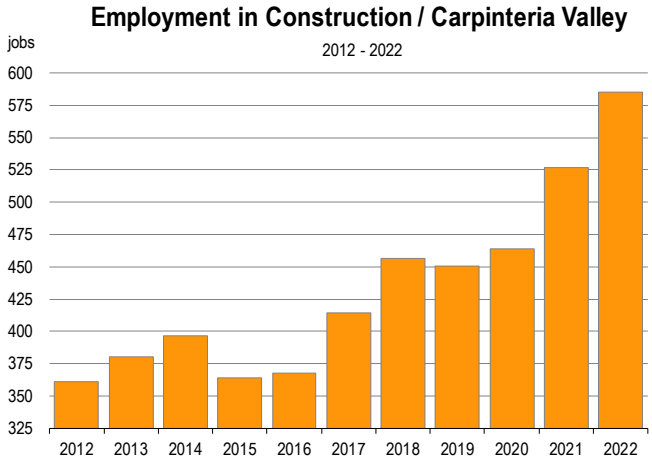
percent for the year. Unemployment rates in neighboring Santa Barbara and Goleta are also rising as the general economy slows down in 2023.

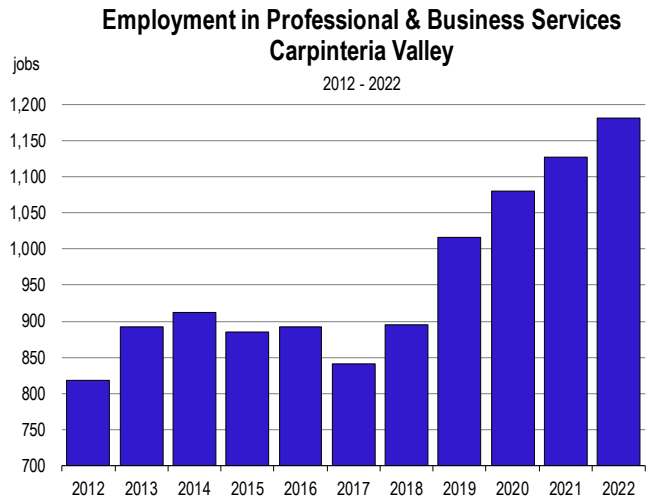
Labor markets are still fully utilized, however, and job openings are still at above average levels. Heath care and education are the principal sectors with job openings, followed by manufacturing.

Job Postings	Carpinteria Valley
	Total ads
August 2023	246
September 2021	195
February 2020	140

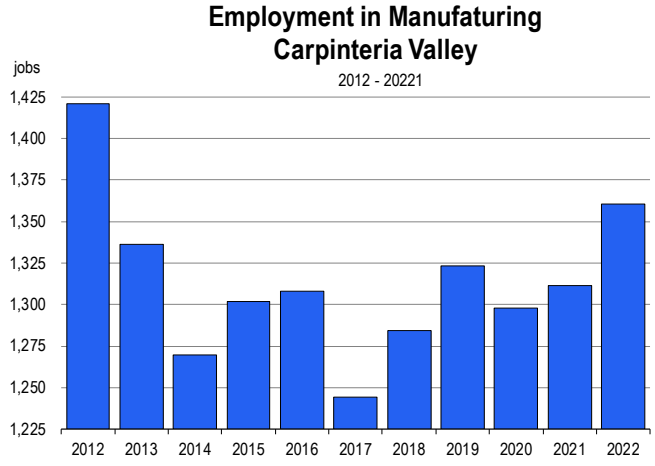
Since 2020, construction has been the fastest growing employment sector, followed by entertainment & recreation services, and private education. All of the pandemic-related job loss in 2020 was restored in 2021, including accommodation and food services. Between 2021 and 2022, an estimated 517 total new jobs were created.

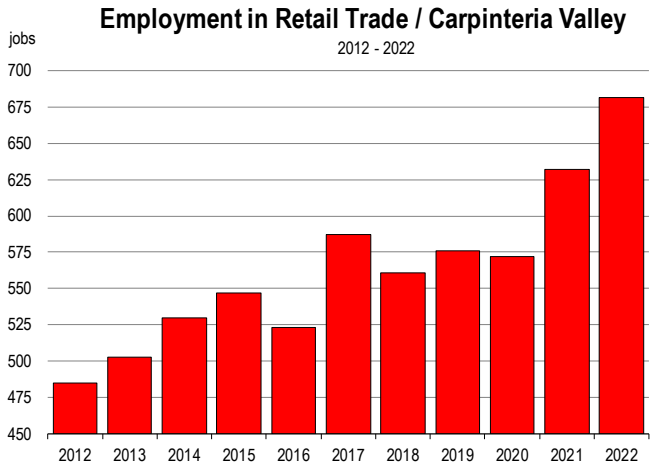
Construction employment has increased because of new development projects in the Valley, including the freeway widening and overpass project, 700 Linden, and other rehabilitation projects around the City. In view of the number of future projects in the planning process, construction employment is likely to remain at current levels for the next two years.

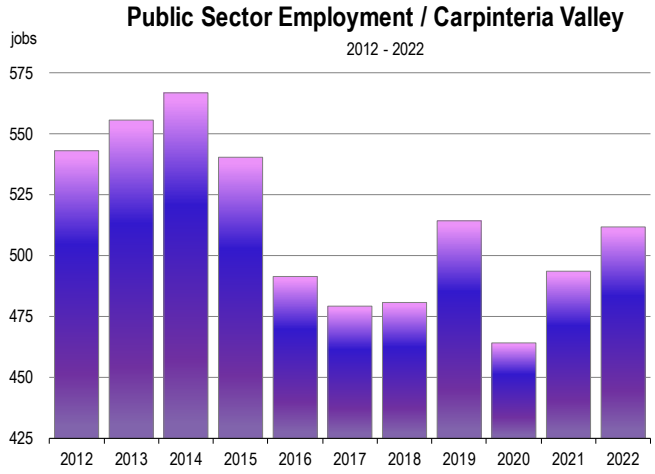




Cannabis production was surging in Carpinteria Valley in 2019 and 2020, along with agricultural employment. The industry is only producing indoor, occupying the greenhouses that used to grow orchids and other flowers before 2018. Employment remains at its highest levels although cannabis production has softened due to both steep price declines in the cultivation and retail markets, as well as an over-abundance of supply statewide.







The rebound in hotel and food services employment has been evidence of a strengthening visitor industry, and employment in retail stores has surged since the economy fully reopened in the spring of 2021. Many retail jobs in the Carpinteria Valley support resident-serving grocery stores like Albertsons and Smart & Final, but visitor-serving restaurants and bars account for 21 percent of all retail outlets and 29 percent of total retail sales.

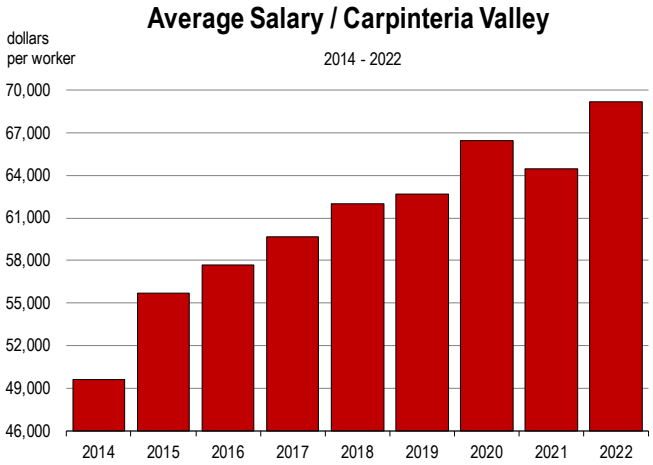
Average Salaries

Average salaries rose 7.4 percent in 2022 and are now at just under $70,000 per worker.

With an average salary of $166,000, the management sector paid the highest wages in 2022.

Employment by Sector — **Carpinteria Valley**

Sector	2018	2020	2022	2020 to 2022 pecent change
		total jobs		
Agriculture	1,295	1,575	1,845	17.1
Construction	457	464	585	26.2
Manufacturing	1,285	1,298	1,361	4.9
Wholesale Trade	710	508	521	2.6
Retail Trade	561	572	681	19.1
Information	1,211	1,041	1,071	2.9
Finance & Insurance	190	173	183	5.8
Real Estate & Rental & Leasing	140	123	126	2.7
Professional, Scientific, & Technical	323	404	415	2.6
Management Of Companies & Enterprises	98	77	54	-29.7
Admin Suppor, Waste Mgmt & Remediation	474	599	712	18.9
Educational Services (NGOs)	215	216	267	23.3
Health Care & Social Assistance	292	308	368	19.6
Arts, Entertainment, & Recreation	139	119	149	24.6
Accommodation & Food Services	1,197	819	991	21.0
Other Services	137	133	162	22.1
Utilities, Mining, Transporation, Warehousing	81	74	76	2.1
Public Sector (City, State, Schools)	481	464	512	10.3
Total, all Industries	**9,285**	**8,967**	**10,078**	**12.4**



The manufacturing, finance, information, utilities, and professional services sectors generate relatively high salaries, and dominate the largest employers in Carpinteria. Because of the large hospitality and visitor services sector, the average per worker salary is lower overall for the entire workforce in the Valley labor market.

The lowest paying sectors are hotels, restaurants, bars, and caterers. These businesses have large numbers of young workers, part time workers, and workers without college degrees, and compensation tends to be lower.

Largest Employers in the Carpinteria Valley

In the Carpinteria Valley, the California Economic Forecast identified 12 organizations that have sizeable employee headcounts. This information was obtained through phone surveys that were conducted in May of 2023.

Average Annual Salary	**Carpinteria Valley**
Sector	**2022 Average Salary***
Management Of Companies	165,898
Information	135,445
Finance & Insurance	92,985
Professional, Scientific, & Technical	92,359
Manufacturing	91,206
Wholesale Trade	81,574
Construction	67,743
Local Public Sector	67,118
Educational Services	62,848
Real Estate & Rental & Leasing	55,217
Other Services	53,897
Administration and Support Services	52,572
Agriculture	48,798
Transportation & Warehousing	47,020
Health Care & Social Assistance	40,802
Retail Trade	40,196
Arts, Entertainment, & Recreation	38,751
Hotel & Food Services	32,194
Total, All Industries	**69,165**

**dollars per worker*

Source: California Economic Development Department and the California Economic Forecast

Many of these organizations have locations in other counties, states, and nations, but the information presented in this section is limited to jobs located in the Carpinteria Valley.

For the 12 organizations surveyed, employment totaled 2,894 workers in May 2023.

Employment overall is not lower in 2023 than in 2021 when the last survey was conducted. But the largest employers now employ fewer workers than 2 years ago, due in large part to remote work and/or transfers to alternative operations or other areas.

In the Carpinteria Valley, the largest employer is still Procore, a firm that designs software programs for the construction industry. Procore expanded rapidly through 2019, growing to over 700 employees over five years. Procore's headcount in Carpinteria has declined as many workers have transferred to Procore operations in other states, notably Texas.

Agilent and Gigavac added the largest numbers of jobs over the last two years. Agilent, a medical diagnostics firm, increased its headcount by 25 while Gigavac, which makes parts for electronic vehicles, added 68 new workers.

In the public sector, the largest employer is the Carpinteria Unified School District. With 310 employees, it is also larger than any private organization except for Procore and Agilent.

Largest Employers — Carpinteria Valley — September 2023

Rank	Organization	Industry	2021 Employee Headcount	2023 Employee Headcount	Change from 2021 to 2023
1	Procore	Software Services	611	480	-131
2	Agilent	Medical Diagnositcs	425	425	0
3	LinkedIn	Private Education Services	336	274	-62
4	Carpinteria USD	Public School District	310	336	26
5	Gigavac	Industrial Manufacturing	300	300	0
6	Nusil Technology	Silicone Manufacturing	275	275	0
7	Plan Member Services	Financial Services	180	183	3
8	Bega US	Industrial Manufacturing	160	174	14
9	Continental Auto systems	Automotive Lidar Design	125	70	-55
10	Albertsons	Grocerey Store	122	124	2
11	AGIA, Inc.	Insurance Services	119	119	0
12	Freudenberg Medical	Medical Product Design	90	134	44
		Total	**3,053**	**2,894**	**-159**

Source: California Economic Forecast

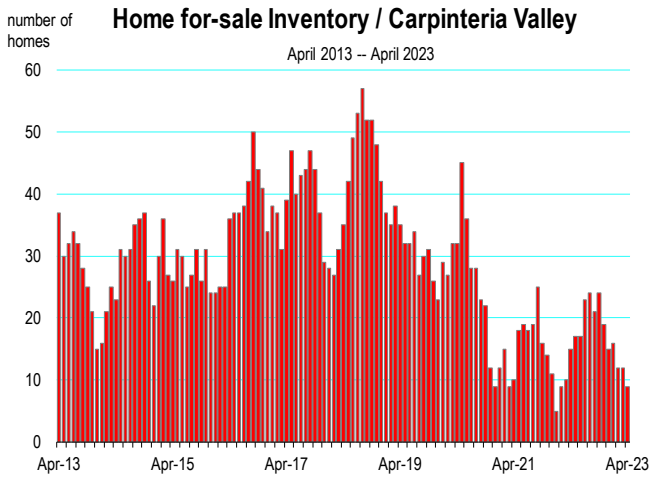
RESIDENTIAL REAL ESTATE

The 2023 housing market is haunted by the highest mortgage rates in 15 years, record high home prices, and a slowing economy. These factors have sharply reduced the number of housing transactions throughout the nation, the state and in Santa Barbara County.

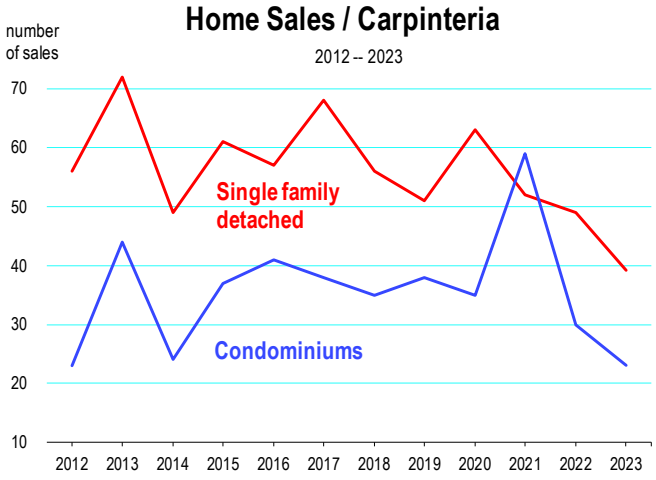
Existing home sales in the Carpinteria Valley declined 25 percent in 2022 and have dropped another 28 percent in 2023.

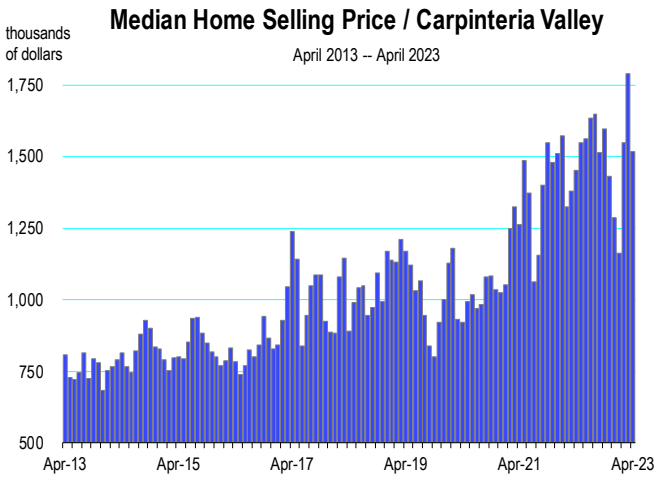
In 2021, homebuying was prolific to the point of buyer panic. Half of all properties were selling above the asking price and bidding wars were common.

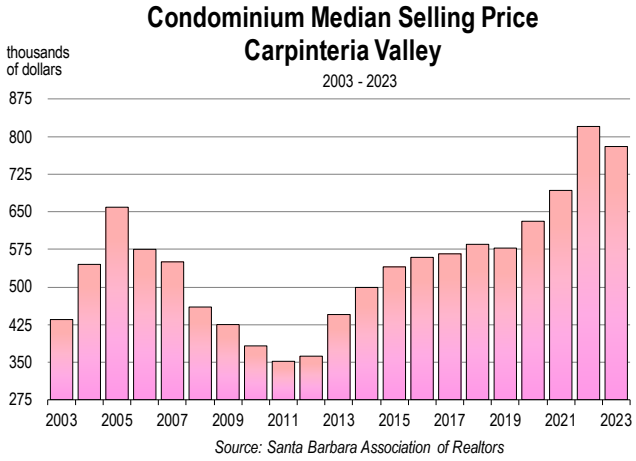
Conditions in 2023 have changed, and are largely impacted by the lack of inventory. As selling prices have leveled off and financing rates remain high, sellers are not anxious to sell their homes into a market where prices are no longer rising and in some instances are correcting.

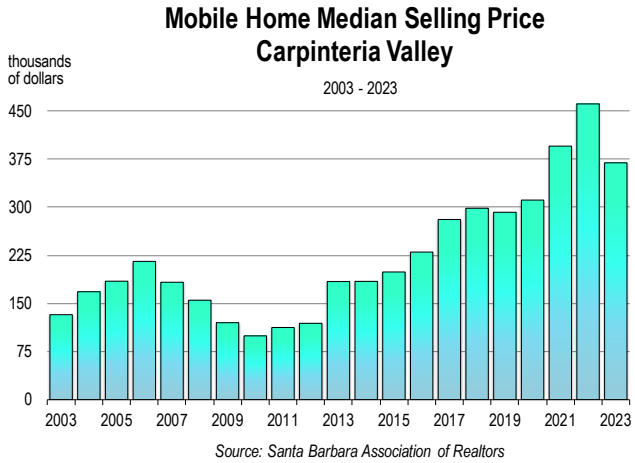


Consequently, the lack of inventory is limiting the supply of available homes which is preventing market values for homes from moderating further. In fact, selling values do not appear to have declined much due to the scarcity of available homes for sale.





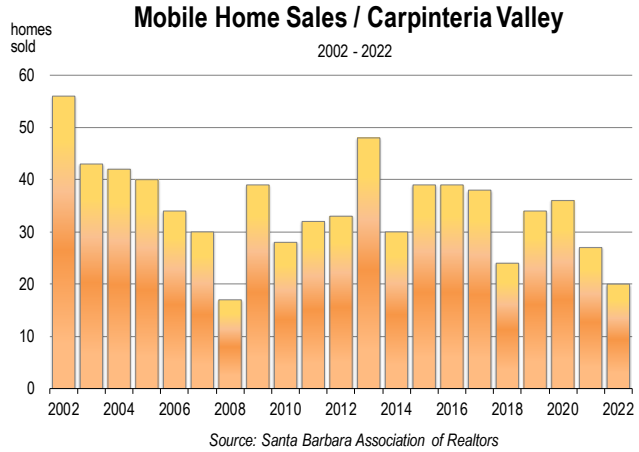




And while the available inventory of condos and mobile homes is also scarce in the Carpinteria Valley, these housing types have much lower selling prices, providing affordable options for households that are unable to enter the traditional single-family home ownership market.

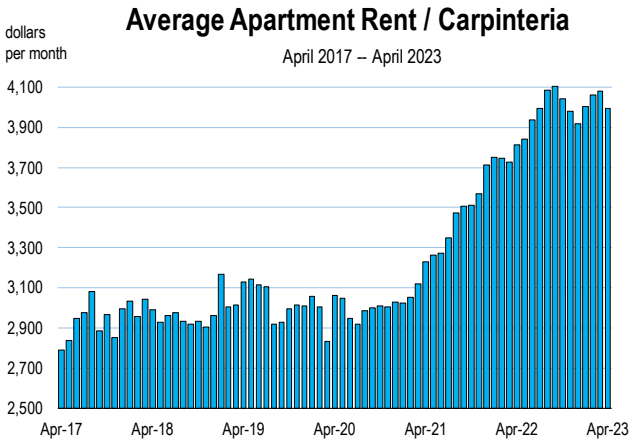
During the first half of 2023, the median price of the single family detached homes that sold was $1.8 million, as reported by Redfin. If financed at 80 percent of value, the monthly payment is $10,734. For the median-priced condo of $822,500, the monthly payment was $4,940. These payments include property tax and insurance.

Mobile homes are particularly prominent in Carpinteria and represent a more affordable housing option. The total stock of occupied mobile homes in the Carpinteria Valley is estimated at 861. Aside from rural regions, no other jurisdiction in California has a higher share of mobile homes than the city of Carpinteria. The median selling price for mobile homes peaked in 2022 at $461,000, but the median value declined for subsequent sales occurring in 2023.



In general, single family detached and condominium home prices in Carpinteria are similar to those of the broader South Santa Barbara County market. However, in the city of Carpinteria, apartments and mobile homes account for 53 percent of the housing stock, representing a larger proportion of affordable housing for resident households, compared to any other city in Santa Barbara or Ventura Counties.

Apartment rents in Carpinteria are approximately 9 percent lower than the average monthly rent for all apartments in adjacent Santa Barbara. Nevertheless, average monthly rental rates for apartment units have soared since April of 2020, rising 30 percent.



Carpinteria Valley Residential Real Estate 2017-2023*

	2017	2018	2019	2020	2021	2022	2023*
Single-Family Homes							
Listings (units)	129	145	111	127	106	106	35
Sales (units)	91	78	89	95	94	76	26
Median Selling Price ($)	1,040,000	1,161,900	1,150,000	1,245,000	1,751,902	1,865,000	2,262,500
percent change	14.3	11.7	-1.0	8.3	40.7	6.5	21.3
Condos							
Listings (units)	91	121	91	87	118	68	20
Sales (units)	74	76	72	72	108	59	16
Median Selling Price ($)	566,000	585,000	577,500	631,000	692,500	820,000	780,000
percent change	1.3	3.4	-1.3	9.3	9.7	18.4	-4.9
Mobile Homes							
Listings (units)	36	48	43	36	28	32	12
Sales (units)	38	24	34	36	27	20	11
Median Selling Price ($)	280,750	298,250	292,000	311,000	395,000	460,750	369,000
percent change	22.1	6.2	-2.1	6.5	27.0	16.6	-19.9

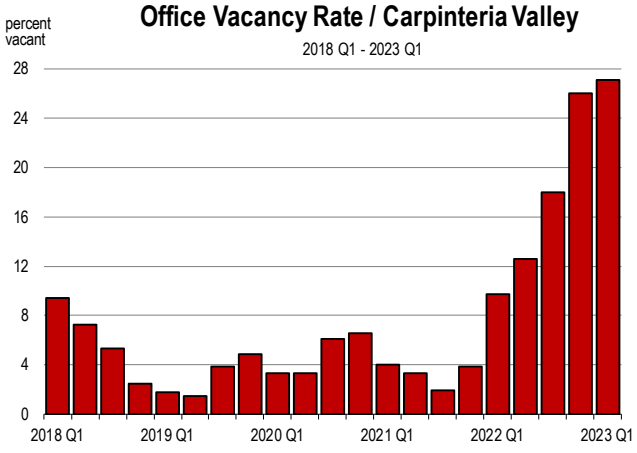
** Estimated with data for January 1 - April 2023*
Source: Santa Barbara Association of Realtors and California Economic Forecast

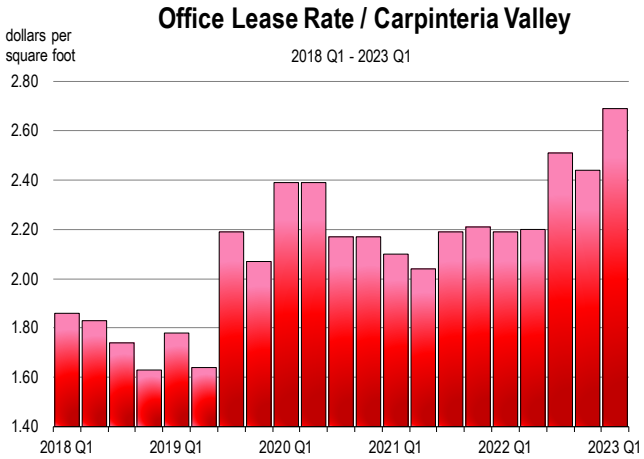
Office Market

The Carpinteria office market has been impacted by downsizing of the region's largest employer, ProCore. As of April 1, 2023, the vacancy rate had soared to 27.1 percent for the entire office market, largely due to the vacancy of nearly 80,000 square feet of space in two buildings on Carpinteria Avenue---both Procore subleases.

The next largest vacancy is just under 9,000 square feet on Cindy Lane. After that, there are few other vacancies. The current environment demonstrates how every vacancy can make a large splash in a limited inventory market.

Rising vacancy in the general office market today is the result of the workforce shifting to remote work locations, typically their homes. The ProCore subleases are due to shifts by many of ProCore's employees to alternative company locations in the U.S, particularly Austin Texas.

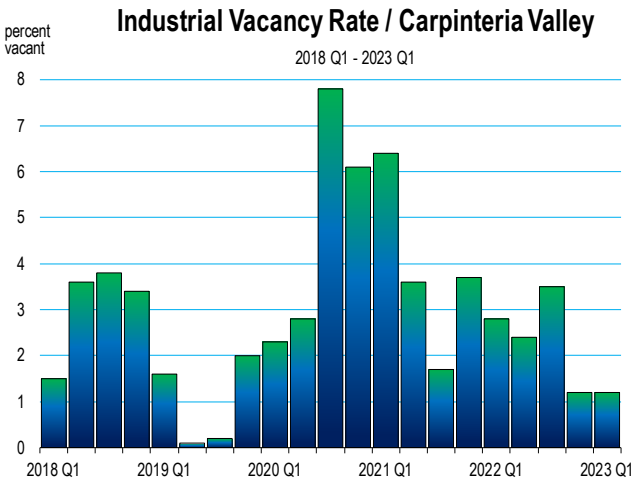




Most Carpinteria area employees are now working in the office but an estimated 25 to 35 percent are on a hybrid schedule, and most local companies have maintained their office leases. Consequently, with very few actual vacancies, average lease rates have held firm or have continued to marginally rise.

Very few office-using firms have had major layoffs over the last year, and some have expanded despite the slowing business cycle in 2022 which has continued into 2023.

LinkedIn now operates with a policy that enables all permanent employees to work-from-anywhere, opening the door to downsizing its physical footprint. However, because LinkedIn's Carpinteria campus is unique in that it produces educational videos that frequently require sophisticated equipment, many workers need to be on site. Furthermore, Linkedin owns the space, so it's likely to retain the entire campus intact to accommodate future growth.



Industrial Market

Over the last 6 months, industrial leasing has been active throughout the South Coast, and lease rates for space have been flat in Santa Barbara, and generally rising in Goleta and Carpinteria.

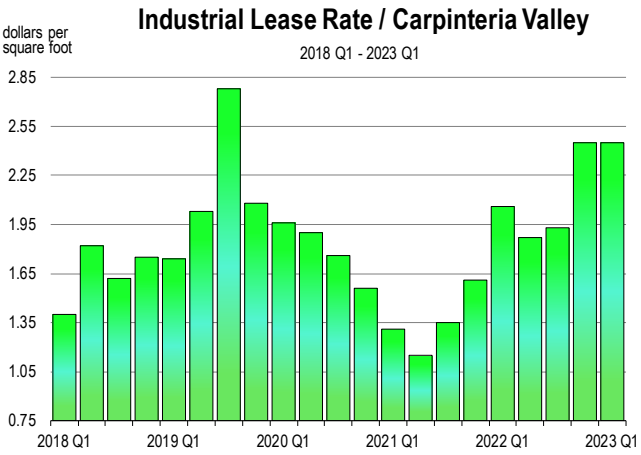
The industrial sector continues to be a mix of technology companies and various service industries. With no significant industrial projects in the pipeline, vacancy rates will continue to remain tight along the South Coast for the indefinite future.

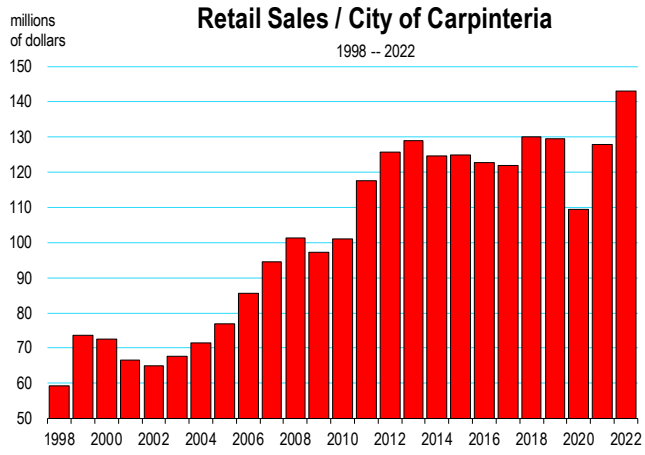
In Carpinteria, there is just one industrial vacancy of 15,600 SF at 6384 Via Real. The vacancy rate has dropped to just 1.2 percent at the end of 2022 and remains at that level today. The Carpinteria market is limited of inventory, having had three notable leases in late 2022 involving expanding companies and one new entrant into the market. Rincon Power leased 8,600 SF at 6381 Rose Lane; Soil Organics leased a healthy 34,400 SF of former ProCore space at 6395 Cindy Lane; and an undisclosed tech company leased 20,000 SF at 5251 6th St. While office space is plentiful in Carpinteria, industrial product is and will remain scarce for the foreseeable future.

Lease rates for industrial facilities have declined consistently over the last two years, falling to just $1.15 per square foot, making Carpinteria a much more affordable option than Santa Barbara ($2.78 per square foot) or Goleta ($1.61 per square foot).

Retail Market

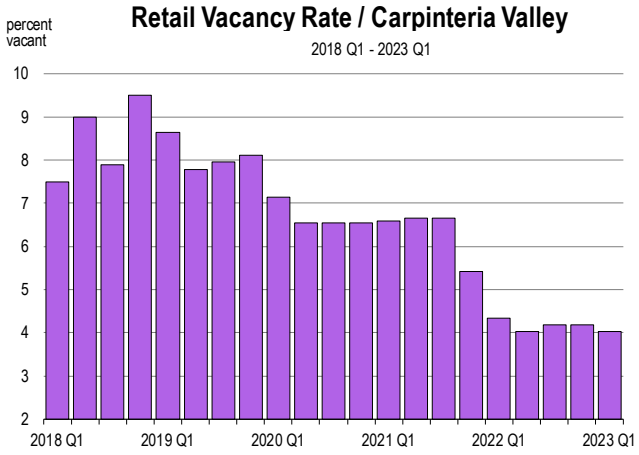
The Carpinteria Valley retail market is comprised of a relatively small number of retail storefronts, which are largely locally owned shops.

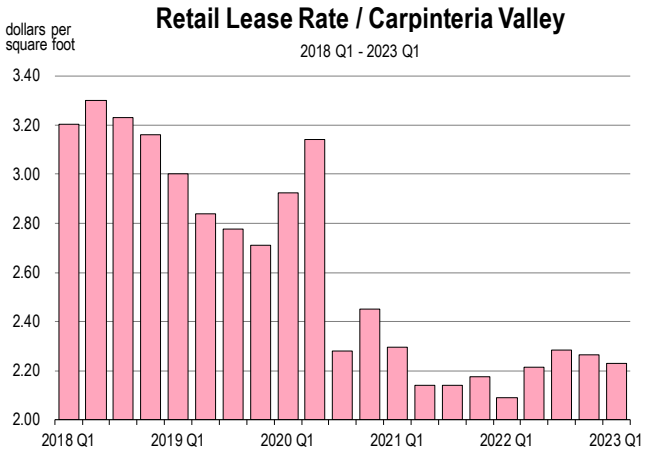




The local retail market has not followed the same trends as the markets in Santa Barbara and Goleta where big-box stores have populated the retail landscape, including Target, Ross, Costco, and large department stores like Sears, Macy's or Nordstrom. Therefore, Carpinteria is not prone to the empty store syndromes that have plagued larger retail cities in recent years. Santa Barbara is currently faced with an empty Nordstrom, Macy's, and Sears, along with the stretch of vacant storefronts on State Street that have led to a downtown vacancy rate of 14 percent. Aside from its grocery stores, Carpinteria has very few big facilities that would need to be repurposed in the event of a store closure.

The Carpinteria retail market is showing few signs of weakness, during a year in which general economic growth is softening. The restaurant and bar sector has rebounded sharply from the pandemic recession, as have gasoline sales due to higher prices for fuel during the current inflationary environment.





Commercial Real Estate — Carpinteria Valley — 2021 Q3 - 2023 Q1

	2021 Q3	2021 Q4	2022 Q1	2022 Q2	2022 Q3	2022 Q4	2023 Q1
Office							
Lease Rate ($ per SF)	2.19	2.32	2.19	2.2	2.51	2.44	2.69
Vacancy Rate (%)	1.7	3.7	2.8	2.4	3.5	1.2	1.2
Industrial							
Lease Rate ($ per SF)	1.35	1.78	2.06	1.87	1.93	2.45	2.45
Vacancy Rate (%)	1.7	3.7	2.8	2.4	3.5	1.2	1.2
Retail							
Lease Rate ($ per SF)	2.14	2.18	2.09	2.21	2.28	2.26	2.23
Vacancy Rate (%)	6.7	5.4	4.3	4.0	4.2	4.2	4.0

Source: Radius Commercial Real Estate, and the California Economic Forecast

RETAIL TRADE AND TOURISM

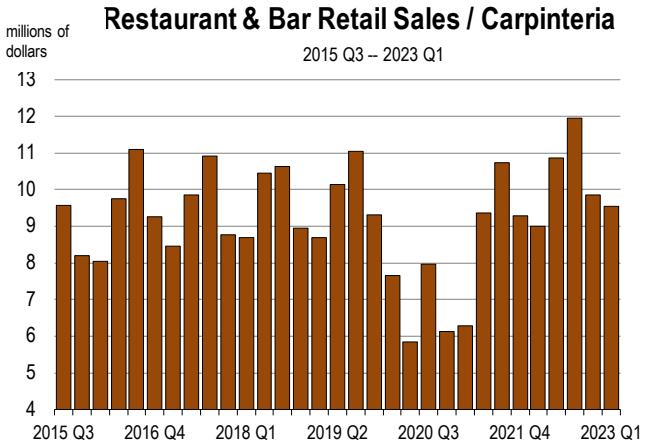
The Retail Industry

Taxable Retail Sales

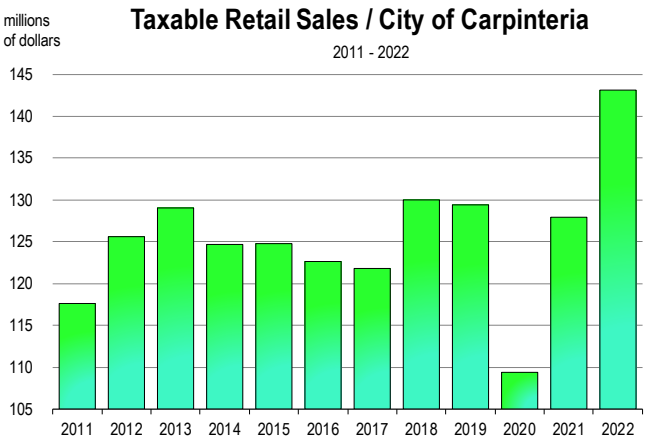
Spending at retail stores and shops in the city of Carpinteria has surged since the pandemic restrictions were lifted entirely in the spring of 2021.

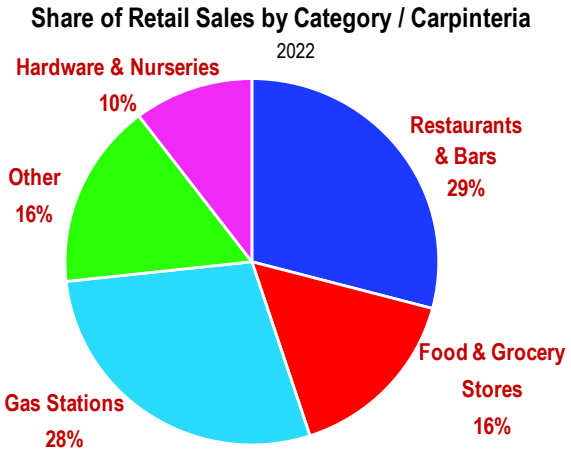
A material transition to online spending and warehouse centers by consumers has generally occurred over the last several years and particularly since the pandemic. Retail sales rose sharply in 2022, by 12 percent over 2021. The principal category of spending is food and beverage sales, by both residents and visitors.

At restaurants, taxable sales jumped 17 percent in 2022. And due to rising gasoline prices throughout 2022, fuel sales soared 33 percent. Both of these categories of retail expenditure are supported in large part by visitors to or through the area. The two categories of expenditure account for 57 percent of all taxable retail sales in the City of Carpinteria.



With traffic now flowing freer on Highway 101, more vehicles can traverse the freeway every day, generating more fuel stops at Casitas Pass and Santa Monica Roads. Because fuel sales are heavily dependent on visitor stops, sales at gas stations rise faster during periods of peak travel, or from April to September.





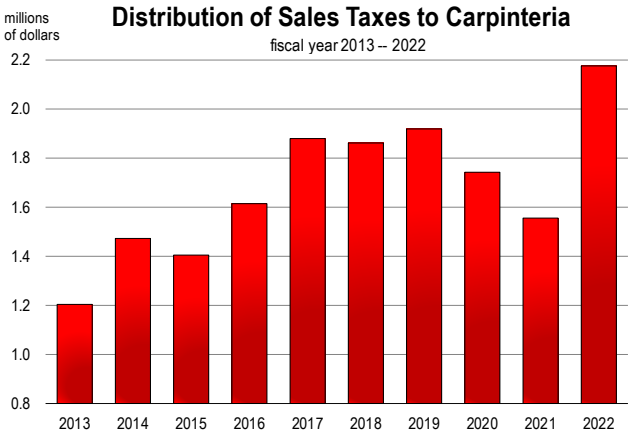
California Avocado Festival

Tourism and Retail Spending

The Carpinteria retail environment is heavily dependent on tourism activity. Visitors to Carpinteria account for an estimated 75 percent of all retail sales. Since 2019, the City of Carpinteria has collected a sales tax of 1.25 percent to 1.5 percent, with visitors contributing more than $1.5 million to the City budget through sales taxes.

The annual Avocado Festival is the most prominent single contributor to tourist retail spending, attracting an estimated 100,000 visitors to the Carpinteria Valley over a 3 day weekend in early October. These visitors typically spend an average of $41 per day in the Carpinteria economy, totaling $3.1 million for the 3-day festival.

The Avocado festival was cancelled in 2020 and 2021, which impacted taxable retail sales in the city during those years, but the event was restored in 2022, which contributed to the surge in local spending.

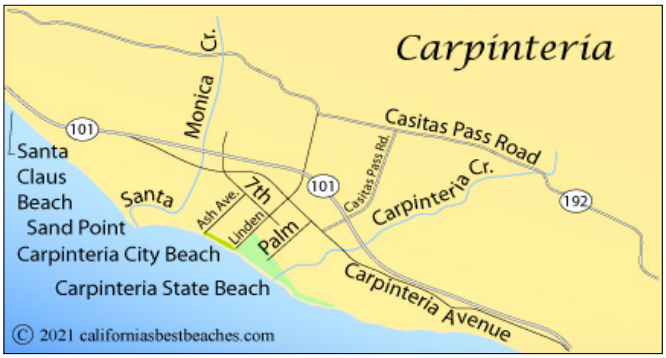


Local Tourism

The Carpinteria State Beach and City Beach are the principal visitor attractions to the community. State Beach annual attendance is estimated by the Park Service at 895,853 visitors.

The entry fee for the State Beach is $10 per day. There are 208 sites in the overnight campground with fees ranging from $45 to $80 per night for hook-ups. Direct fees for day use and overnight camping generated $4.6 million in 2019, the latest year for which the statistical data are available.

Lifeguards are on duty at both beaches during the summer months. Kayak rentals are a popular activity. There is also volleyball, picnic tables, and showers.



Carpinteria State Beach Map

Formal Overnight Visitor Accommodations

There are seven transient lodging facilities within the city of Carpinteria, totaling 594 rooms. Monthly average occupancy rates range from 50 percent in the winter to over 80 percent during the summer months. During 2022, the annual occupancy rate was 70.2 percent, an increase of 2 ½ percentage points over the average annual occupancy during 2021.

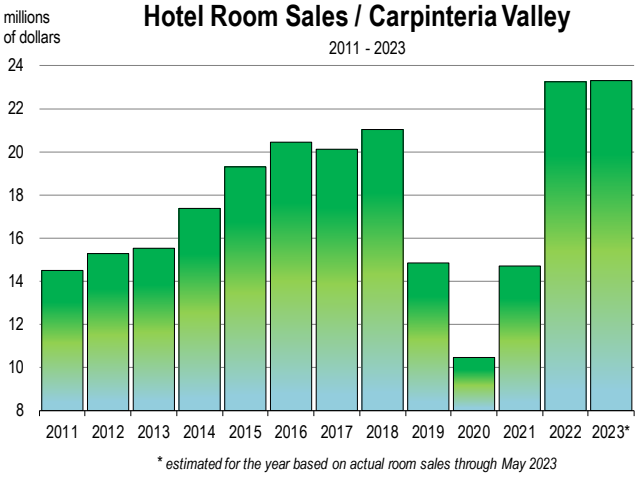
During peak periods of the year, such as during the Avocado Festival and in the months of July and August, transient facilities fill up. This has prompted the need to add additional transient establishments in the City. Currently there are proposals to build three new transient facilities: the Via Real Hotel, The Surfliner Inn, and a 99 room lodge as part of the Carpinteria Farm. These are discussed in more detail in the New Development Chapter.

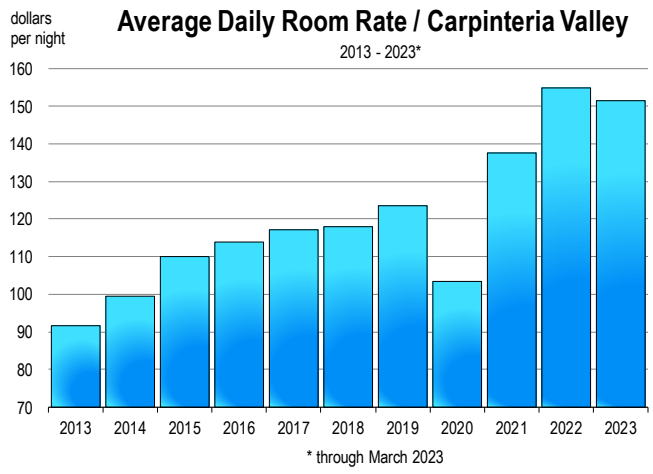
Hotel / Motel	Number of Rooms
Best Western	145
Casa Del Sol	21
Hotel Inn Express	108
Motel 6 Carp	139
Motel 6 Via	125
Sandyland Reef	52
Watermark	4
Total	**594**

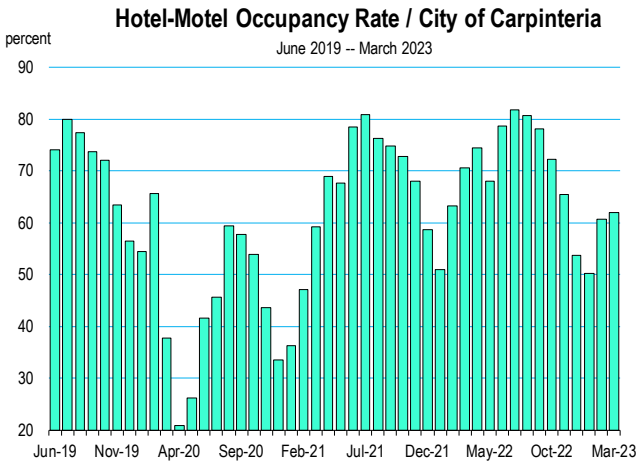
Source: California Economic Forecast

The daily room rate in Carpinteria averaged $155 in 2022. The average through May of 2023 is slightly lower.

The hotel occupancy rate is expected to average 65 percent in 2023, less than the 2022 average. Lower utilization forecast for 2023 is due to higher travel costs, higher inflation in general, and a slowdown in the statewide economy.







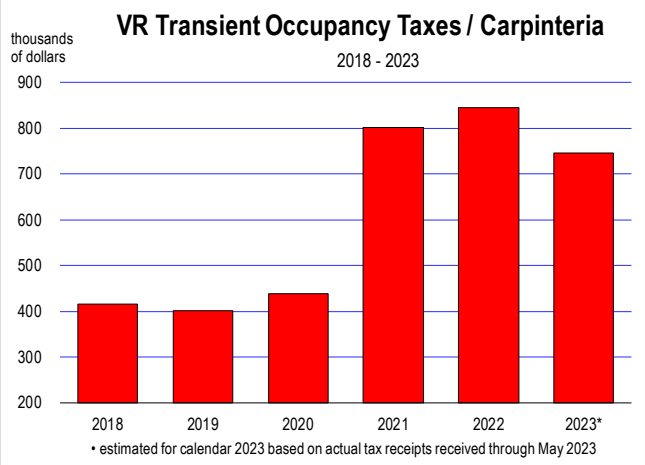
Room revenues from the seven hotels generated $2.6 million in tax receipts to the City of Carpinteria in fiscal year 2022. The transient occupancy tax (TOT) rate is 12 percent. For fiscal year (FY) 2023, TOT receipts are estimated to be slightly higher, adding a similar amount of tax revenue to FY2023 City finances.

Vacation Rentals

Vacation rentals (VRs) are private homes that are rented to tourists or other visitors for 30 days or less. They are frequently advertised on websites including Airbnb and VRBO.

The City of Carpinteria primarily allows homes in residential neighborhoods to be used as vacation rentals in the downtown district, near the beach. In this region of the city, a maximum of 236 VRs can be permitted. 218 of these are restricted to the area between Ash Ave. and Linden Ave., and in between the train tracks and the beach.

The VR program began in mid-2017. Over time, it has become increasingly popular with visitors generating $7 million in sales in calendar 2022. In 2023, vacation rentals are on pace to record another $6.2 million in total revenues, contributing $746,000 to the City budget in the form of lodging taxes.



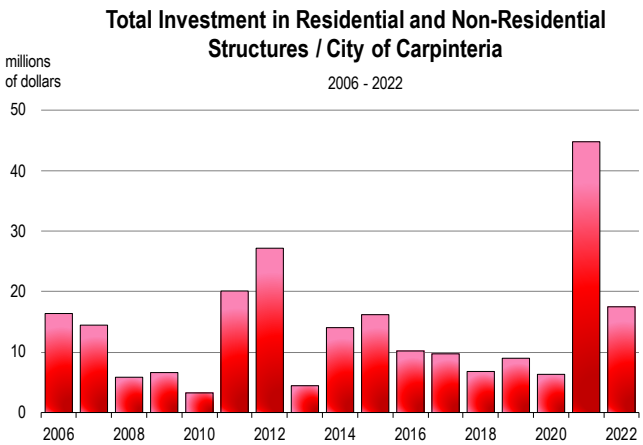
NEW DEVELOPMENT

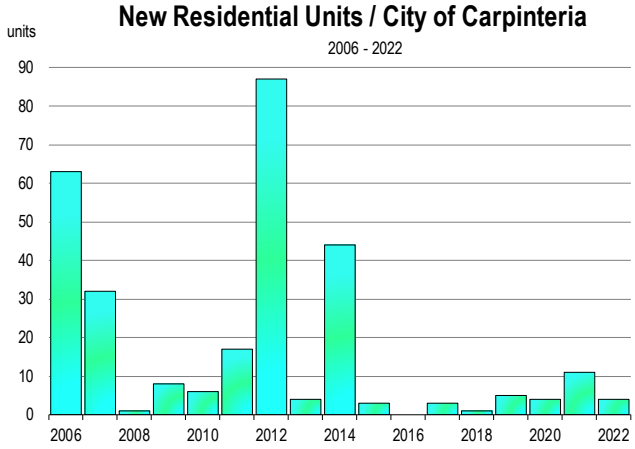
Residential and Non-Residential Permit Activity

Over the last two calendar years of 2021 and 2022, a total of 15 residential units have been permitted in the city of Carpinteria, representing a slight increase from the number of units permitted from 2016 to 2020.

At the end of 2021, permits were issued for the 700 Linden project which is underway now. Nearly $10 million in renovations of existing non-residential structures, along with projects associated with the 101 widening have contributed to recent new development momentum in Carpinteria.

In 2021 and 2022, total investment in both residential and commercial or industrial structures was recorded at $62 million, the largest 2 year total on record.





The development of new commercial and industrial structures accounts for about half of total investment in the 2021-2022 period. New single family home development represents 25 percent of all building activity. The balance of total development went to alternations and remodel work, mostly to commercial buildings.

The project pipeline has been expanding rapidly since 2020, and includes 101 residential units, a 50-unit assisted living facility, 3 hotels, a skate park, and a 60,000 square foot warehouse conversion project by Procore. Currently, 14 residential units are under construction and 9 more are approved waiting to start construction. The GranVida Senior facility is also approved.

Just over 80,000 square feet of commercial space is under construction, including 700 Linden and the skate park. The Surfliner Inn along with the Carpinteria Farm, Hospitality and Residential project are anticipated to start the development review process this year.

Status of Particular Projects

Granvida Phase II Expansion

The Granvida Phase II Expansion project is a 50-unit assisted living facility originally proposed in 2018. The site is situated at 5464 Carpinteria Avenue.

The project features a 2-story building containing 11 studio units (averaging 370 square feet), 33 one-bedroom units (580 square feet) and 6 two-bedroom units (800 square feet).

As of March 2023, the entitlement process and the design development phase were completed, however the project has been delayed due to change of ownership and is currently inactive.

Bailard Avenue Housing Project

An apartment complex with 173 units has been proposed for Bailard Avenue. The project site is outside of the Carpinteria city limits but would have a meaningful impact on the housing supply for the Carpinteria Valley.

Of the 173 units in the project, a total of 41 would be reserved for low-income residents and the remaining 132 units would be rented at market rates.

The project is receiving backlash from residents of Carpinteria who are concerned about the surrounding neighborhoods being impacted. A community group, Save Bailard Farm, has collected more than 2,500 signatures opposing the project, with many advocates alleging that the state's housing needs allocation has forced the county to push the urban-rural boundary into areas that were traditionally used for agricultural purposes.

The City of Carpinteria City Council also opposes the Bailard project due to inconsistencies with local and state Coastal Act provisions.

The project is still in the conceptual phase, with changes likely to evolve.

Granvida Phase II Expansion | source: Noozhawk

Vernon Residences

The Vernon Residences project could produce 5 new residential units at 502 Maple Avenue, adjacent to Island Brewing Company.

The area has a mix of commercial, industrial, and residential facilities, and is within walking distance to the Carpinteria Amtrak station. The project is currently awaiting approval. There is no estimated timeline for this project yet.

Zins Condominiums

The Zins Condominium project is located at 4905 Eighth Street, on the corner of Elm Avenue. The project would demolish an existing single-family residence and construct three new condominium units. The project was approved by the Planning Commission on February 6, 2023.

5775 Carpinteria Avenue

A new 1,500-square-foot storage building is proposed for the City Hall campus,. This building is located at 5775 Carpinteria Avenue, which comprises the City Hall campus. The storage building has been approved by planning but no building permits have been submitted yet.

Via Real Hotel

The project site for this proposed 72-room hotel is located on Via Real between Santa Monica Road and Cravens Lane. The 44,000 square foot hotel would be two stories in height.

The proposal was recently approved by the Carpinteria Planning Commission.

Mixed Use Project

The project at 4745 Carpinteria Avenue is comprised of 24 apartment units and 4,300-square-feet of commercial space. The complex will be two-stories on top of a ground-level, 22,500 square-foot concrete parking structure. There would be a courtyard in the center of the project and the building is planned to be 36 feet tall.

Businesses on the street-facing side of the property must be open to and in service of the public, such as a restaurant, retail store or art gallery.

Via Real Hotel | source: CoastalView.com

700 Linden Avenue | source: sitelinesb.com

The residential part of the project would consist of 2 one-bedroom units and 22 two-bedroom units, ranging from about 1100 square feet to 1,400 square feet.

The project is utilizing state Density Bonus Law to receive approval of additional units in exchange for setting aside a specified number of units for low income households. As part of the Density Bonus program, the project can also utilize reduced parking requirements and seek additional exceptions from city development standards, including maximum building height.

The project submitted an approval request in April 2023 and is currently under review.

700 Linden Avenue

This 30,000 square-foot project will produce a full city block of adaptive reuse retail and commercial space that will contain food and coffee shops, markets, office space, and a rooftop bar. This project has been designed by Santa Barbara-based DMHA Architects, and is an extensive remodel of the five existing buildings that comprise the property.

New second floor construction is proposed for the “Butterfly” building to create a series of 10 small office suites, along with a rooftop bar and common and private deck/patio areas. This second floor addition would add 3,200 square feet of building and 2,900 square feet of deck space.

Total cumulative building square footage would be modestly increased from the existing 19,952 square feet to approximately 20,961 square feet. A surface parking lot, for 20 spaces would be provided onsite, accessed from Cactus Lane.

The existing surface parking lot in the middle of the block would be repurposed into an outdoor central plaza that would provide seating, gathering areas and related amenities (such as outdoor fireplaces or a water fountain) open to the public during business hours. The plaza may also be made available for community uses such as markets, festivals, outdoor concerts or movies.

The project is currently under construction and completion is estimated for summer of 2024.

Conceptual Rendering of the Surfliner Inn Project on Linden Avenue and Fifth Street in Carpinteria | source: City of Carpinteria

Surfliner Inn

The Surfliner Inn was initially proposed in 2016 and the project has undergone several redesigns and adjustments since then. This new hotel project adjacent to the Amtrak Station calls for a 2 story building of 40 rooms, including a café. It would be accompanied by a new parking lot that could be used by hotel guests as well as Amtrak passengers and the public.

The project was initiated by the City of Carpinteria in 2018, which has entered into a Lease Disposition and Development Agreement with 499 Linden Managers, LLC. 499 Linden Managers, LLC has been formed to pursue the project with the City by Whitt Hollis, Jack and Jeff Theimer, Jim and Matthew Taylor, and Andy Norris.

Measure T, which would have changed the property's zoning to block hotel development at the site, was rejected by voters in November 2022. The project has not yet been formally submitted for planning permits.

Carpinteria Rincon Trail

The proposed Carpinteria Rincon Trail would extend from the eastern end of Carpinteria Avenue, in the city of Carpinteria, to Rincon Beach County Park, in unincorporated Santa Barbara County. The new, shared-use trail would span a distance of 2,800 feet. The project was approved by the planning commission in January of 2022, but three appeals were filed with concerns over pedestrian and bicycle safety. The appeals were conditionally granted, forcing the Project to study other alternatives.

In May of 2023, after considering a number of project alternatives, the City Council reaffirmed their support for the alternative previously approved by the Planning Commission. The project will next return to the City Council to finalize permits for the trail design.

Santa Claus Lane Bike Path

The Santa Claus Lane Bikeway construction began in September of 2022 and will continue through the Summer of 2023. The project will create a new Class I bikeway and multipurpose path to connect Santa Claus Lane to Carpinteria Avenue. This will close a gap in the California Coastal Trail between Sand Point Road and Carpinteria Avenue. The new bikeway is being constructed in-between Highway 101 and the railroad tracks.

The trail is currently open for use by the public through the end of summer at which time the trail will be temporarily closed to complete installation of the permanent stafety railings along the edges of the trail.

Highway 101 HOV Lanes

This project is currently under construction and actually completed within the City of Carpinteria. The project is adding one high-occupancy vehicle lane in each direction on US 101 from 0.2-mile south of Bailard Avenue in the City of Carpinteria to Sycamore Creek in the City of Santa Barbara. The project is 10.9 miles long. The added lanes are currently proposed as part-time high-occupancy vehicle lanes, meaning that they will operate as general-purpose lanes during off-peak periods on weekdays and weekends. Currently, HOV lanes are in force on weekdays from 6 to 9 AM and 3 to 6 PM.

Project improvements are confined primarily to the existing State Highway right-of-way.

Santa Claus Lane Bike Path Rendering | source: noozhawk

The Carpinteria Farm, Hospitality and Residential Project

The Farm project filed a formal application with the City in early February 2023.

The project proposes to replace the Tee Time Golf Range located at the bluffs on Carpinteria Avenue with a hospitality experience on a 27.5-acre site.

The project will formally construct a 99-room lodge, bungalow and hotel building, a multi-use trail, and developed open space.

During conceptual review of the project, the developers found themselves under fire by Carpinterians who then called the project an "unforgivable betrayal" of the area's natural space in a joint City meeting in April 2022.

However, the project countered this opposition by allotting 20 acres for open space, specifically native habitat restoration, public trails, and an organic farm. The organic farm will also be utilized to supply the on-site Restaurant, Farmstand, and Hotel and Spa as a self-sustaining system. Approximately 122,211 square feet of structural development is planned on the northern portion of the site, and no development is planned on the 4.1 acre southern parcel.

Additionally, 40 affordable housing units are proposed as part of the project to provide housing for on-site team members and the general Carpinteria workforce who qualify.

Project Size (square feet) by use

Hotel	68,860
Residential	37,948
Event Barn	5,850
Farm Stand	450
Farm Building	1,800
Restaurant	7,303
Total	122,211
Parking:	273 spaces

Source: California Economic Forecast

The Farm Project

Commercial Projects — Carpinteria — May 2023

Project Name/Developer	Square Feet	Description	Status
Via Real Hotel	44,191	72-Room Hotel	Approved
Procore Business Training Center	60,522	Convert 2 Warehouses into Training Center	Proposed
Surfliner Inn	36,118	40-Room Inn and Café	Proposed
McCann Mini Storage	12,192	113 New Mini-Storage Units	Approved
Carpinteria Avenue Skate Facility	38,160	Skate Park, Parking Lot, Plaza Area	Under Construction
700 Linden Adaptive Reuse Project	30,000	Retail, Restaurant, and Office Space	Under Construction
Rincon Multi-Use Trail	2,800	Foot / Bike Trail between Carp & SB	Proposed
Total	223,983		

Source: City of Carpinteria and California Economic Forecast

Mixed-Use Projects — Carpinteria — May 2023

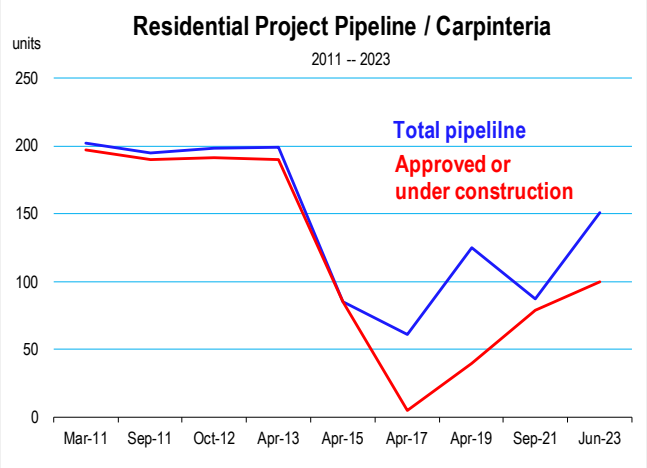
Project Name/Developer	Res Units	Commercial Square Feet	Description	Status
Cruz Mixed Use	2	500	Residential / Commercial	Approved
M3 Mixed Use	2	6,668	Apartments / Office / Retail	BP Issued
The Farm	40	122,211	Apartments / Commercial	Proposed
4745 Carp Ave. Mixed Use	24	4,300	Apartments / Commercial	Proposed
Total	68	133,679		

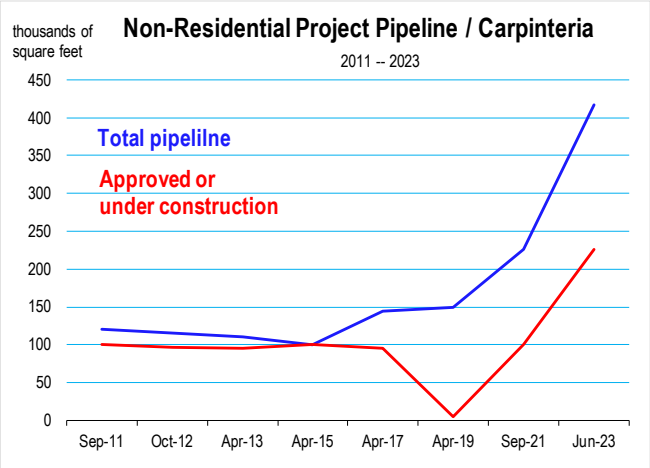
Source: City of Carpinteria and California Economic Forecast

Residential Projects — Carpinteria — May 2023

Project Name/Developer	Units	Description	Status
GranVida Phase II Expansion	50	Assisted Living Facility	Approved
Vernon Residences	5	Residential Units	Proposed
Pfaff SFD	1	New 2-Story SFD	Proposed
Scerni SFD	1	New 2-Story SFD	Proposed
Saticoy Condominiums	3	Residential Units	Proposed
Finnigan SFD	1	New SFD with 4-Car Garage	Proposed
Zins Condominiums	3	Demolish SFD and Build 3 Condos	Approved
Haber Condominiums	2	Subdivide Existing SFD Lot and Construct 2 Condos	Approved
Able Second Unit	1	Second Unit on Existing Lot	Under Construction
Gobbell Second Unit	1	Second Unit on Existing Lot	Approved
Hawkins SFD	1	New Single-Family Unit on Vacant Lot	Under Construction
Stein Second Unit	1	Second Unit on Existing Lot	Under Construction
Strickland SFD	1	Convert 2 Apts into a Single-Family Unit	Under Construction
Wood SFD	1	New Single-Family Unit on Vacant Lot	Approved
Total	71		

Source: City of Carpinteria and California Economic Forecast





QUALITY OF LIFE INDICATORS

The social environment of the Carpinteria Valley directly affects local business progress and performance, and quality of life indicators impact the desirability of real estate assets in the region. Public safety, traffic, and commute times are important features of this environment, and are examined by referencing published information on local crime rates, traffic volumes, and commute patterns.

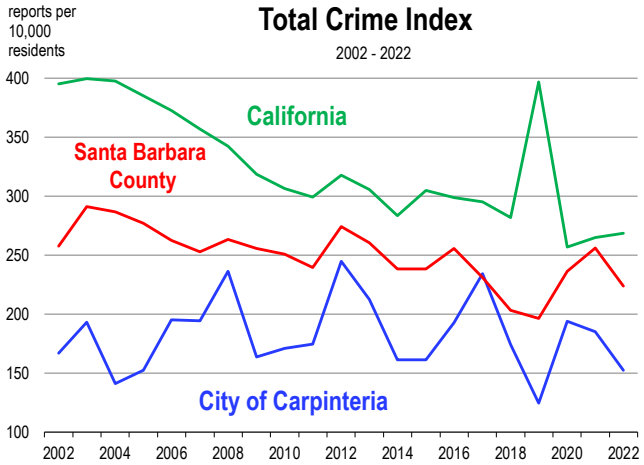
Crime

Carpinteria has some of the lowest crime rates in Santa Barbara County, placing it among the safest cities in California. Moreover, crime rates have been very low in Carpinteria over the last 20 years.

The broadest measure of crime, the Total Crime Index, is the sum of the following crime categories: homicide, rape, robbery, aggravated assault, burglary, motor vehicle theft, larceny, and arson.

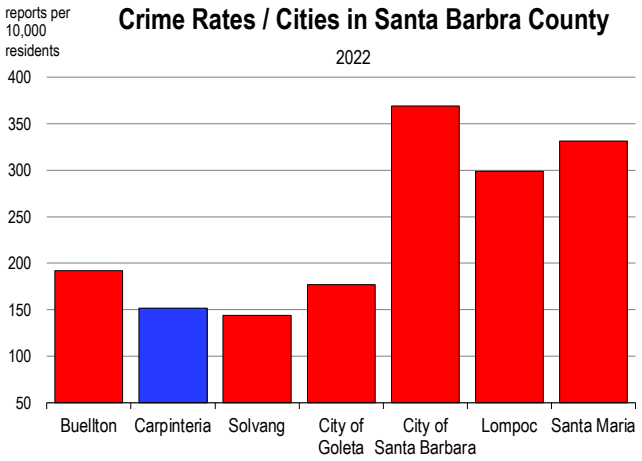
As of 2022, a total crime index of 196 was reported for the City of Carpinteria, which is significantly lower compared to the last 2 years, when the index was consistently above 240.

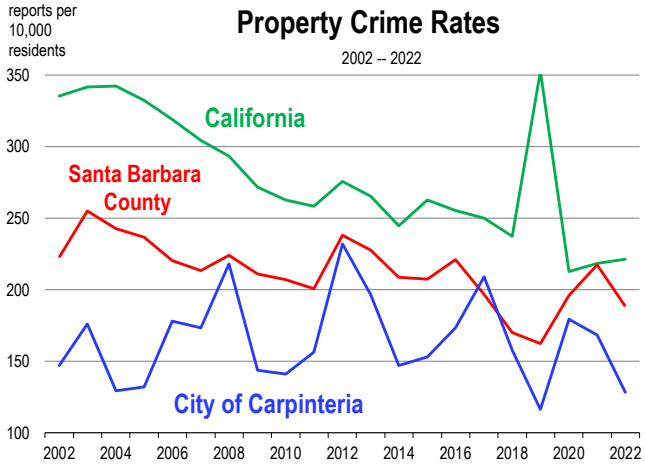
For small cities including Carpinteria, because crime rates can fluctuate from year-to-year, the longer term evaluation of crime in Carpinteria indicates consistently lower levels of both violent and property crime compared to adjacent cities and counties of California.

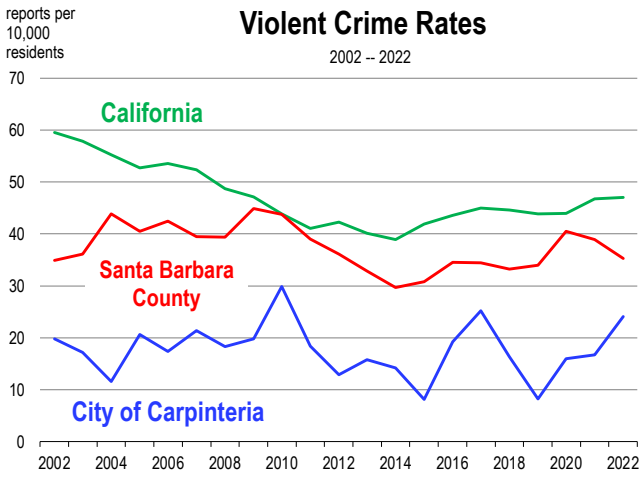


Carpinteria also has lower crime rates than most cities in Santa Barbara County. In 2022, total crimes per 10,000 people was 152 for Carpinteria, 177 for Goleta, and 194 for Buellton.

In 2022, there were only 128 property crimes per 10,000 residents. Property crimes include burglary, larceny, arson, and motor vehicle theft.







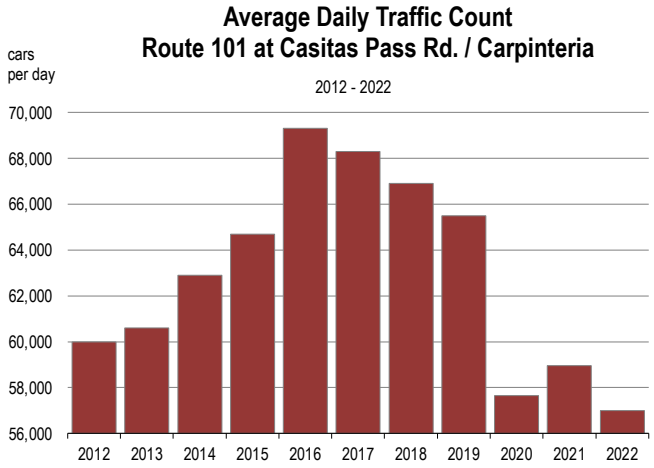
Additionally, there were only 31 violent crimes per 10,000 residents in Carpinteria in 2022. Violent crimes include homicide, forcible rape, robbery, and aggravated assault.

During 2022, the city with the largest total crime per 10,000 residents was Santa Maria with 331, while the lowest was Solvang with 144. Carpinteria falls on the lower end of this boundary.

Total Crimes* / Carpinteria

	2017	2018	2019	2020	2021	2022
Violent Crime						
Homicide	0	0	1	0	0	0
Rape	5	0	0	1	1	0
Robbery	10	2	3	4	2	6
Aggravated Assault	19	20	7	16	19	25
Property Crime						
Burglary	58	36	19	25	27	9
Theft	195	148	116	183	172	140
Motor Vehicle Theft	29	28	20	26	23	16
Arson	1	0	0	2	0	0
Total Violent	34	22	11	21	22	31
Total Property	282	212	155	234	222	165
Grand Total Part 1 Crimes	**316**	**234**	**166**	**255**	**244**	**196**

** Part 1 crimes, which include Violent and Property Crime felonies*



Traffic and Commuting

Traffic Counts

Traffic counts reveal information about road usage and can provide insight into economic, demographic, and lifestyle trends.

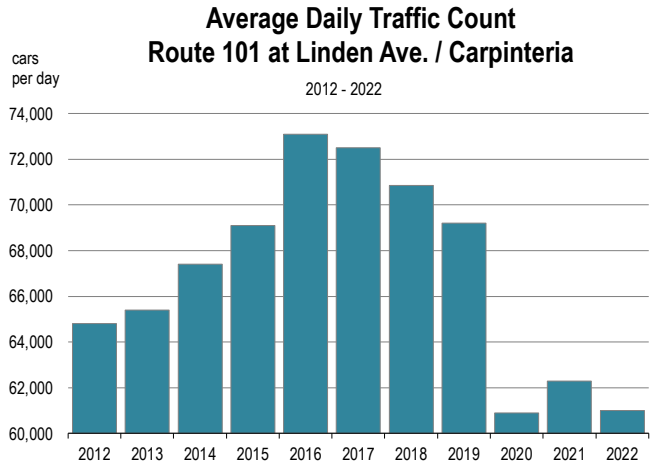
In general, traffic counts decline during periods of economic weakness and grow during periods of strength. This occurs for several reasons, including the increased shipment of goods, a larger number of individuals driving to work, and higher disposable incomes that can be spent on transportation.

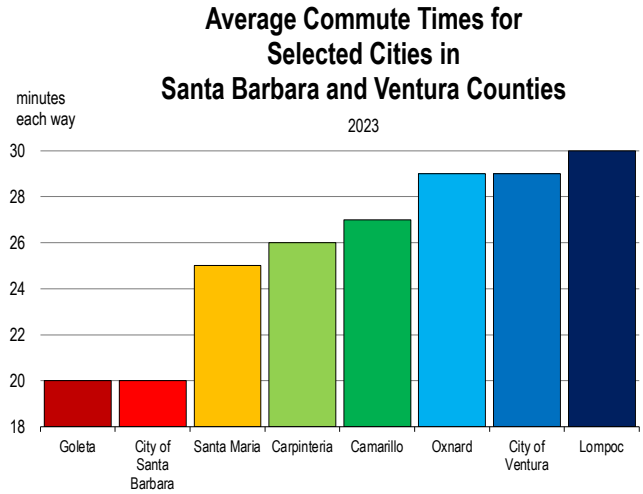
Traffic levels can affect the living standards of a community. High levels of traffic can cause congestion, leading to longer commute times and lower resident satisfaction. By contrast, low traffic volumes can lead to improved living standards.

As a general rule, Carpinteria tends to have much lower levels of road usage than surrounding regions, and during most times of the day, driving around the city is relatively easy.

But peak hour traffic can be heavy, and people who commute from Carpinteria to Santa Barbara or Goleta can encounter high levels of congestion. This issue has been exacerbated by construction projects on Highway 101.

In order to get around construction points, drivers have been exiting Highway 101 and using the city streets in Carpinteria, leading to traffic problems that are often severe. Now that the highway construction projects are nearly completed, it is expected that this peak hour congestion will improve significantly in Carpinteria.





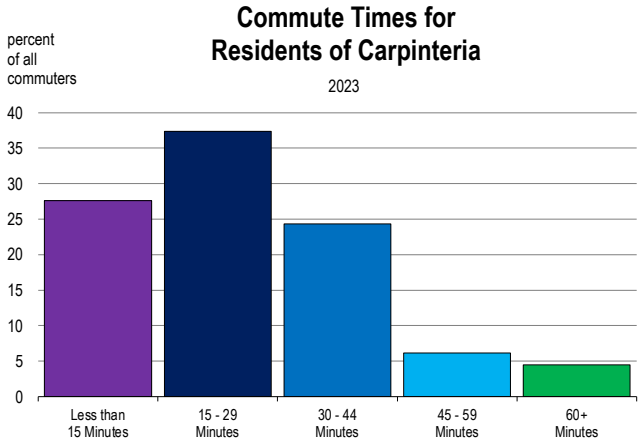
Caltrans estimates traffic counts for state highways, including interstates and routes. Annual average daily traffic is the total traffic volume for the year divided by 365.

Traffic volumes were heavily impacted by the Coronavirus Pandemic. Due to layoffs and work-from-home arrangements, there have been far fewer daily commuters since March 2020, leading to reductions in weekday road usage.

The additional lane on the 101 through Carpinteria will result in higher traffic counts per day. Consequently, traffic volumes are expected to increase in 2023 and 2024, but congestion should decrease.

Average Commute Time

In 2022, workers who lived in Carpinteria had an average commute time of 26 minutes. By comparison, residents of other parts of the South Coast spent less time commuting, while residents in nearby Ventura County had longer commutes.



For residents of Ventura, Camarillo, and Oxnard, commute times averaged 28 minutes each way.

Lompoc residents spent the most time commuting in 2023. Many people from Lompoc commute all the way to Santa Barbara, and the average Lompoc commuter spent 30 minutes in the car each way.

Commute times vary for Carpinteria residents, most spending fewer than 30 minutes traveling to work (37%). As of 2023, approximately 24 percent spend 30-44 minutes on their trip to work, and only 6 percent commute for longer than 45 minutes.

Highway 101 Widening Project

To improve local circulation and freeway access in Carpinteria, construction has been underway on Highway 101 between Mussel Shoals and Carpinteria and between Carpinteria and Summerland and into Santa Barbara. The highway interchanges at these junctions have been updated with new bridges and freeway ramps, and a third lane is being added to Highway 101 in each direction.

This project is a partnership between Caltrans, the Santa Barbara County Association of Governments, and the City of Carpinteria.

Most of the project directly affecting the City of Carpinteria is now complete: Phase 2 covered the 101 freeway from Mussel Shoals to Carpinteria, and Phase 3 covered Casitas Pass to Linden Avenue. Phase 4, the final phase, is underway at this time.

Highway 101 construction | source: GraniteConstruction.com

The Padaro segment of Phase 4 is widening the highway to 3 lanes in each direction to Summerland. The project includes bridges over Toro Creek and Arroyo Parida Creek. The bridge and freeway ramps at the South Padaro Lane undercrossing are being replaced. New on and off ramps are being built at the North Padaro Lane Interchange. Sound walls are also being added.

Via Real will be connected across Carpinteria Creek through a new roundabout up to Linden Ave. New bridges will be built over Carpinteria Creek on Highway 101 and Via Real, and four new sound walls will be built to reduce freeway noise in nearby neighborhoods.

This phase of the project continues with freeway widening through Montecito and into Santa Barbara. The Cabrillo Boulevard Interchange will be reconstructed with new bridges and freeway ramps, including a new northbound off-ramp and new southbound on-ramp.

Construction started in the fall of 2016 and will continue into 2024 as the project finishes the widening, the under crossings, and the landscaping through Summerland. Between Summerland and Santa Barbara, the project is still being permitted and funded, and the current timeline has completion estimated to be by 2027.

The Padaro segment of the Highway 101: Carpinteria to Santa Barbara project adding a third lane in each direction

Data Sources

Chapter	Principal Data Source
Demographics	California Department of Finance,
	Demographic Research Unit
	Claritas Spotlight
	California Department of Education
Employment	Labor Market Information Division, State of California
Residential Real Estate	Santa Barbara Multiple Listing Service
Commercial Real Estate	Radius Group
Retail Trade & Tourism	California Department of Tax and Fee Administration
	STR North America
	City of Carpinteria
New Development	City of Carpinteria
	Construction Industry Research Board
Quality of Life	Santa Barbara County Sherriff's Office
	Claritas Spotlight
	CalTrans Traffic Division

Acknowledgements

This publication was prepared for the City of Carpinteria in September 2023. The Profile is intended to provide annually updated economic, demographic, and quality of life information about the Carpinteria Valley.

California Economic Forecast
- Julia Schniepp, B.A. candidate
  - New Development
  - Largest Employers
  - Publication Layout & Design
- Mark Schniepp, Ph.D.
  - Principal Author & Editor

Databank Contributers
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- California Department of Education
- California Department of Finance
- California Department of Transportation
- California Employment Development Department
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- City of Carpinteria
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  - Licette Maldonado
- Claritas Spotlight
- Santa Barbara County Sherrif's Office
- Google
- Indeed
- Radius Group
- Redfin
- Santa Barbara Multiple Listing Service
- STR North America

This publication benefitted from the review and comments by Dave Durflinger, Michael Ramirez, and Nick Bobroff.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
November 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Approval and adoption of the City Manager Employment Agreement with a Base Salary of $225,000.

STAFF RECOMMENDATION

Approve, adopt, and authorize for the Mayor's signature the City Manager Employment Agreement Between the City of Carpinteria and Michael Ramirez.

Sample Motion: I move to approve and adopt the City Manager Employment Agreement Between the City of Carpinteria and Michael Ramirez, and to authorize the Mayor to sign it on behalf of the City of Carpinteria. *(This motion requires a roll call vote.)*

BACKGROUND

In January 2023, after 24 years of distinguished service to the City of Carpinteria ("City"), City Manager Dave Durflinger ("Durflinger") announced to the City Council his intent to retire. Mr. Durflinger graciously agreed to continue serving the City in his City Manager role through December 8, 2023, to allow time for the Council to conduct a recruitment for his replacement and for a period of transition thereafter.

Following a nationwide recruitment and selection process, which featured community feedback, input from City staff, candidate interviews and careful consideration, on November 1, 2023 the Council selected Michael Ramirez ("Ramirez") as the new City Manager. Mr. Ramirez currently serves as the Assistant City Manager for the City and has also served as interim Risk Management and Human Resources manager and interim Parks, Recreation & Community Services Director.

Following Council's selection of Michael Ramirez as the City's next City Manager, the Council and Mr. Ramirez have negotiated the City Manager Employment Agreement (Agreement), which sets forth the terms and conditions of Ramirez's employment as City Manager.

DISCUSSION

With the adoption of the Agreement (Attachment A), the City Council will officially appoint Michael Ramirez as City Manager and approve the terms and conditions of his employment in his role as City Manager.

The terms of the Agreement have been negotiated with and approved by Mr. Ramirez. Pursuant to the Agreement, Mr. Ramirez's first day as City Manager will be December 8, 2023. The compensation provided to Mr. Ramirez is typical for similar positions in the State, competitive in the context of his current total compensation, and reflects the fact that this position entails organization-wide management responsibility and accountability as well as service as the City's Director of Emergency Services.

The Agreement includes the following highlighted compensation terms:

Compensation	Amount
Base Salary	$225,000/year ($8,653.85/bi-weekly)
Assistance with Moving Costs and Rental or Lease Payments	Up to $24,000/year + $10,000 one-time lump sum payment
Vehicle Allowance	$450/month

The Agreement also includes the provision of benefits—health and dental benefits, retirement benefits, annual leave, etc.—similar to what is provided to other City management personnel. The Agreement additionally provides a life insurance benefit in the standard amount provided to management personnel plus Mr. Ramirez's Base Salary. It further provides deferred compensation contributions by the City in the amount of seven percent (7%) of the Base Salary. The Agreement also provides for reimbursement of work-related expenses and support for professional memberships and professional development.

The initial term of the Agreement will be four (4) years, subject to early termination with six months' severance, except if such termination is for cause, as defined in the Agreement. Such severance provision is typical of City Manager contracts.

FINANCIAL CONSIDERATIONS

The compensation package cost is not expected to have an impact on current year budget projections (approximately seven months remain in the fiscal year) due to offsets from current position vacancies. Further analysis will be provided in the context of all compensation costs as a part of the mid-year budget review.

OPTIONS

The Council may choose not to approve the Agreement, and to provide alternative direction to staff. It is not appropriate to deliberate on the selection of the candidate in open session nor to negotiate different employment terms with the candidate in open session. If Council wishes to give alternative selection or negotiation parameters to staff, Council should give direction to staff to schedule a closed session for this purpose. Should Council not proceed with the action today, it may be necessary to enter negotiations with Mr. Durflinger to extend his contract.

ATTACHMENTS

Attachment A – City Manager Employment Agreement Between the City of Carpinteria and Michael Ramirez

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

Signature

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

Signature

Attachment A

CITY MANAGER EMPLOYMENT AGREEMENT
Between the City of Carpinteria
and
Michael Ramirez

CITY MANAGER EMPLOYMENT AGREEMENT

Between the City of Carpinteria

and

Michael Ramirez

This Employment Agreement ("Agreement") is entered into as of November 27, 2023 by and between the City of Carpinteria, California, a municipal corporation ("City"), and Michael Ramirez, an individual ("Employee"), (collectively referred to as the "Parties"), with respect to the employment of Employee as City Manager of the City.

RECITALS

WHEREAS, the City requires the services of a City Manager; and

WHEREAS, an individual appointed as City Manager must have the necessary education, experience, skills, and expertise to serve as the City's City Manager; and

WHEREAS, Employee was selected to be City Manager following a national recruitment led by an independent recruitment firm; and

WHEREAS, Employee has been serving as the City's Assistant City Manager since December 2021, during which time he has demonstrated that he possesses the administrative and executive abilities and qualifications to serve as City Manager; and

WHEREAS, the general powers and duties of the City Manager are established in Title 2, Chapter 2.08 of the Carpinteria Municipal Code ("CMC") and by other provisions of the CMC, other ordinances, resolutions, policies of the City Council, and state statute; and

WHEREAS, the City Manager must establish and maintain strong partnerships with the City Council and the community that are cultivated by the City Manager's local ties and having a personal stake and interest in the community's quality of life; and

WHEREAS, because the City Manager also serves as the City's Director of Emergency Services and must be available during the critical hours immediately following catastrophic events and other emergencies, the City believes it is in the best interest of the community for the City Manager to reside within or near the municipal boundaries of the City and, recognizing the high cost of housing within the community, determines to provide assistance with such housing; and

WHEREAS, the City Council finds that the above stated reasons for providing housing assistance constitute a legitimate "public purpose" for offering such housing assistance; and

WHEREAS, in consideration of these Recitals and the performance of the Parties of the promises, covenants, and conditions herein, the Parties desire to determine the terms and conditions of employment for the City Manager.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. TERM OF EMPLOYMENT.

a. Effective Date and Term. Employee's appointment as City Manager commences on December 8, 2023 at 5:01 PM PST ("Effective Date"). The term of this Agreement shall be for four (4) years commencing on the Effective Date and ending at midnight PST on December 7, 2027, unless terminated earlier as provided herein ("Term"). The Parties may mutually agree to extend the Term for successive one (1)-year terms. Where City elects not to extend the Term, City must give Employee written notice of non-extension at least ninety (90) days prior to December 7, 2027 if for the first extension, or at least ninety (90) days prior to December 7 of any successive year. If City elects not to extend the Term and it expires without being terminated earlier as provided in Section 7, Employee shall not be entitled to Severance pursuant to this Agreement. Nothing herein shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, as set forth in Section 7.

b. Application of Government Code Section 3511.2. Notwithstanding any other provision in this Agreement, nothing in this Agreement provides for an automatic renewal of the Term resulting in an automatic compensation increase and/or cash settlement in excess of legal limitations.

c. No Property Interest. Employee is employed in an "at-will" position and serves at the pleasure of the City Council. Nothing in this Agreement confers upon Employee any right to any property interest in continued employment as the City Manager, or any due process right to a hearing before or after a decision by the City Council to terminate his employment as City Manager.

2. DUTIES AND OBLIGATIONS OF EMPLOYEE.

a. City Manager Duties. Employee agrees to and shall faithfully discharge the duties of City Manager and devote his full-time attention and energies to the performance of these duties to the satisfaction of the City Council. Employee's duties as City Manager include, but are not limited to, those identified in the CMC, California Government Code, City policies, and other duties as determined by the City Council.

b. Work Hours. It is recognized that the City Manager is considered to be a management personnel position which often requires more than a conventional forty-hour week to provide the desired level of professional service. It is further recognized that to properly fulfill his duties and responsibilities, Employee shall devote a considerable amount of time outside normal office hours to the business of the City. Therefore, while Employee shall spend sufficient hours onsite to perform the City Manager's duties, Employee has discretion over his work schedule and work location and will not be required to maintain a strict forty (40) hour-per-week onsite presence at City Hall, and may be occasionally absent from City Hall during normal business hours as is reasonable and appropriate. The position of City Manager shall be deemed an exempt position under state and federal wage and hour laws. Employee's

compensation (whether salary or benefits or other allowances) is not based on hours worked and Employee shall not be entitled to any compensation at an overtime rate.

c. **Conflicting Activities.** In accordance with Government Code section 1126 and CMC section 2.08.050, the employment provided for by this Agreement shall be Employee's sole employment. Without the express prior written consent of the City Council, Employee shall not engage in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of City Manager's duties.

3. EMPLOYEE COMPENSATION.

a. **Annual Compensation.** City agrees to pay Employee for his services rendered at the rate of eight thousand six hundred fifty-three dollars and eighty-five cents ($8,653.85) bi-weekly, which equals an annual base salary of two hundred twenty-five thousand dollars and zero cents ($225,000.00) ("Base Salary"). Employee shall receive this salary according to the payroll schedule in place for City Management Personnel, as set forth in the City's Conditions of Employment for Management Personnel ("Management Conditions of Employment"), as it may be amended from time to time. Employee shall not be entitled to receive payment or credit for, and the City shall not pay or credit Employee for, overtime, compensated time off in lieu of overtime, or other compensation except as expressly provided in this Agreement. Employee acknowledges that the position of City Manager is exempt from the provisions of the Fair Labor Standards Act.

b. **Housing Assistance.** To incentivize Employee to reside within the City, City shall provide Employee with assistance for the rental, lease, or purchase of a residence, provided that (i) such housing is located within five (5) miles of the City's municipal boundaries during the 1-year period immediately following the Effective Date of this Agreement; (ii) such housing is located within the City's municipal boundaries after the expiration of the 1-year period immediately following the Effective Date of this Agreement; (iii) Employee resides in and designates this housing as his primary residence; and (iv) Employee is qualified to receive such assistance, pursuant to the terms and conditions set forth in this Section 3.b and its subparts. For the purposes of this Agreement, primary residence shall mean the residence that Employee occupies for a majority of the year, including weekends, and designates as his permanent address on documents such as his driver's license and tax returns.

i. Assistance with Moving Costs and Rental or Lease Payments. Pursuant to the above conditions, the City shall provide Employee with housing assistance not to exceed a total annual amount of twenty-four thousand dollars ($24,000), which shall be paid in equal monthly or bi-weekly installments, until such time as Employee purchases a primary residence or until the Agreement is terminated, whichever occurs first. City shall also provide Employee with a one-time lump sum payment of $10,000 as a contribution toward Employee's relocation costs. This housing assistance shall not be considered pensionable compensation pursuant to Government Code section 7522.34(c)(7). Employee shall maintain accurate records related to such lease or rental payments for a minimum of two (2) years.

ii. Housing Ownership Assistance. City maintains a Housing Ownership Loan Assistance program ("Housing Ownership Assistance"), whereby the City offers financial assistance toward the purchase of the City Manager's primary residence within the City's municipal boundaries once the City Manager has served in his position for a period of five (5) continuous years immediately prior. Employee shall be entitled to participate in this or any other Housing Ownership Assistance program that may be established by the City for the benefit of the City Manager for which he qualifies, however the City shall not provide Employee with monetary assistance under both the Temporary Housing Assistance and the Housing Ownership Assistance program at the same time.

c. Annual Performance Evaluation and Salary Review. The City Council shall endeavor to review and evaluate on an annual or other basis the performance of Employee.

i. Performance Evaluation. The City and Employee shall discuss the process for Employee's performance review. As part of that process, the City and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the City and in attainment of the City's policy objectives, and may further establish a priority among those goals, objectives, and performance standards which may be reduced to writing.

ii. Salary Review. Employee's Base Salary may be adjusted, either by raise or reduction, at the sole discretion of the City Council concurrent with Employee's performance evaluation. Any changes to the Employee's Base Salary, either by raise or reduction, shall require an amendment to this Agreement. In the event an amendment to this Agreement reflecting a change in Employee's Base Salary is not agreed to by Employee, Employee's refusal to enter into such amendment shall constitute a termination without cause as described in Section 7.b, unless the reduction is a result of documented performance by Employee in which case said failure to enter into an amendment shall constitute termination for cause as described in Section 7.c.

4. EMPLOYEE BENEFITS. Subject to the terms and conditions of this Section 4 and its subparts, the City agrees to provide Employee with those benefits provided to management personnel pursuant to the Management Conditions of Employment, as it may be amended from time to time:

a. Health Benefits. The City shall contribute to the premiums for health and dental benefits for Employee and his dependents as set forth in the Management Conditions of Employment, as it may be amended from time to time. Employee is also entitled to participate in the Flexible Benefit Program (e.g., Cafeteria Plan) pursuant to the Management Conditions of Employment, as it may be amended from time to time.

b. Electronic Devices. The City shall provide Employee use of a laptop computer, tablet, and/or other electronic device or technology for business use on the same terms and conditions as other City management personnel. The City shall provide Employee with a cellular phone stipend pursuant to the terms of the City's Cell Phone and Personal Digital Assistant (PDA) Policy, as it may be amended from time to time.

c. Retirement Benefits. The City is a member of the California Public Employees' Retirement System ("PERS"). The City shall follow all retirement requirements as mandated by the contract between City and PERS, and applicable law shall govern the eligibility for and level of benefits to which Employee is entitled. If Employee maintains PERS reciprocity, Employee shall receive the retirement benefits as set forth in the Management Conditions of Employment, as it may be amended from time to time.

d. SDI/FICA Medicare Reimbursement. City shall reimburse Employee for payroll deductions made on Employee's Base Salary for State Disability Insurance ("SDI") and FICA Medicare Tax as set forth in the Management Conditions of Employment, as it may be amended from time to time. For example, if the Management Conditions of Employment are amended so that management personnel receive additional salary, deferred compensation, or other benefits in place of receiving reimbursement for SDI and FICA Medicare Tax deductions, Employee shall receive the same amended benefits.

e. Life Insurance. The City shall pay premiums for a single life insurance policy for Employee in the amount of Employee's Base Salary amount, as of the Effective Date of this Agreement, plus the amount provided to other City management personnel as set forth in the Management Conditions of Employment, as it may be amended from time to time. For example, as of the Effective Date of this Agreement, the City shall pay premiums for a life insurance policy for Employee in the amount of three hundred twenty-five thousand dollars ($325,000).

f. Deferred Compensation. The City shall contribute a total of seven percent (7%) of Employee's Base Salary, not to exceed the maximum annual contribution as permitted under the Internal Revenue Code, into Employee's deferred compensation account. Payment shall be made in equal bi-weekly installments according to the City's payroll schedule. This City contribution shall not be pensionable compensation nor shall it be included in the calculation of retirement benefits. To receive this benefit, Employee must be enrolled in the City's Deferred Compensation Plan and shall comply with all requirements of the IRS rules and regulations.

g. Leave Bank. Employee shall accrue annual leave in accordance with the Management Conditions of Employment, as it may be amended from time to time. In recognition of Employee's prior employment with the City as Assistant City Manager, as of the Effective Date of this Agreement, Employee's accrual of leave bank benefits shall begin at the level of "Management Employee Serving as Department Head with nine (9) years of service" as defined in the Management Conditions of Employment, as it may be amended from time to time. Employee is entitled to roll over and retain any and all existing leave bank hours accrued from Employee's prior employment as Assistant City Manager. Employee shall have no maximum limitation on leave bank cash out options, provided that Employee retains an accrued leave balance of at least eighty (80) hours in his leave bank. All other regulations regarding Employee's leave bank shall be governed by the Management Conditions of Employment, as it may be amended from time to time.

h. Vehicle Allowance. The City shall provide Employee with a vehicle allowance of $450.00 per month. All costs of operation of the vehicle for Employee, including but not limited to, fuel, maintenance, and insurance, shall be borne by Employee. Employee is required to provide proof of a valid driver's license and vehicle insurance prior to receiving any vehicle allowance, and employee is required to maintain a valid driver's license and appropriate vehicle insurance consistent with applicable City coverage requirements during the term of the Agreement.

i. No COLA Adjustments. Employee shall not be entitled to any cost of living ("COLA") adjustments to compensation, if any, as are afforded other City employees.

j. Right to Modify. Employee understands and agrees the City reserves the right to modify, suspend, or discontinue any and all of the benefits granted to management personnel via amendment to the Management Conditions of Employment, which may affect Employee. Nothing in this Agreement shall be construed as requiring the City to establish or continue any particular plans, policies, or benefits in the discharge of its obligations under this Agreement.

5. REIMBURSABLE EXPENSES.

a. General. Pursuant to the terms of this Agreement, City shall reimburse Employee for expenses incurred in the performance of his duties. Reimbursable expenses shall be limited to those reasonable and necessary for the performance of Employee's duties under this Agreement. Employee shall submit such expenses to the City Council for approval and reimbursement upon such forms and with receipts and other expense records as required by the City Council.

b. Memberships. City shall pay the membership costs and fees for Employee to join and maintain membership in such associations as the Employee and/or the City Council deem appropriate and useful to Employee's professional participation, growth, and advancement for the good of the City. Memberships may include, but not be limited to, the League of California Cities ("Cal Cities"), the International City/County Management Association ("ICMA"), the California City Manager's Foundation ("CCMF"), and such other memberships as included in the City's approved budget and/or as approved by the City Council.

c. Conferences. City shall reimburse Employee for reasonable travel and meeting expenses incurred by Employee to attend conferences and other events as Employee and/or the City Council deem appropriate and useful to Employee's professional participation, growth, and advancement for the good of the City. Conferences and events may include, but not be limited to, the annual Cal Cities Conference, annual Cal Cities City Managers' meeting, annual ICMA conference, the California Joint Powers Insurance Authority ("CJPIA") annual Risk Management Educational Forum and such other travel and/or meetings as included in the City's approved budget and/or as approved by the City Council. Employee shall provide receipts and other expense records as may reasonably be requested by the City Council as a condition for expenses to be reimbursed under this subsection.

d. Professional Development. The City shall pay for all direct costs incurred from training and/or educational courses required by or directly related to Employee's duties as City

Manager that are deemed to be appropriate or necessary for Employee's continued professional participation, growth, and advancement for the good of the City. Direct costs shall include costs for tuition, books, and supplies related to the training or education course. Employee shall work with City Council to ensure that costs for such training and/or educational courses are included in and approved as part of the City's annual budget. For the cost of training and/or educational courses not included in the City's approved budget, Employee shall obtain approval of the City Council for the City's payment of such costs or for reimbursement of such costs to Employee. Upon presentation of satisfactory evidence of completion of training and/or educational courses, Employee shall provide receipts and other expense records as may reasonably be requested by the City Council as a condition for expenses to be reimbursed under this subsection.

6. TAXES. Employee shall be responsible for all federal, state, local, or other taxes resulting from any compensation or benefits provided to him by the City. The City shall withhold from any compensation or benefits provided under this Agreement all federal, state, local, or other taxes as may be required pursuant to law or governmental regulation or ruling.

7. TERMINATION OF AGREEMENT. The Parties understand and agree that Employee, in performing his duties as City Manager, is an "at-will" employee who serves at the pleasure of the City Council and his employment may be terminated at any time with or without cause, and without any right of notice or hearing whatsoever including any so-called "Skelly" meeting, provided that the notice provisions in this Section and Sections 1.a and 10 of this Agreement are complied with as applicable.

a. Voluntary Termination. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City. In the event that Employee voluntarily terminates this Agreement, he shall not be eligible to receive any Severance pay pursuant to Section 7.d of this Agreement. Further, all of Employee's health and other benefits set forth in this Agreement shall cease on the day of voluntary termination of this Agreement, or as soon thereafter as feasible based on the City's and/or provider's policy for termination of benefits. Employee and the City recognize that the City prefers Employee provide at least a ninety (90) days' advance written notice to the City Council before Employee voluntarily resigns from the City Manager position. While such courtesy is desired, it is not required as the employment relationship created in this Agreement is "at-will."

b. Termination Without Cause. In the event City Council terminates Employee for its convenience and without cause before the expiration of Term, City shall provide Employee with Severance in accordance with Section 7.d of this Agreement, which shall be conditioned upon his execution of a Separation and Release Agreement.

c. Termination For Cause. In the event the City terminates Employee for cause, Employee shall be entitled to only the compensation accrued up to the date of termination and such other termination benefits and payments as required by law. Notice of termination for cause shall be provided to Employee in writing in accordance with Section 10 and may take effect immediately upon delivery. Said notice shall describe the cause for termination. In the event the City terminates Employee for cause, Employee shall not be entitled to any Severance

benefits described in Section 7.d of this Agreement. For purposes of this Agreement, "cause" for termination is any of the following and shall be determined at the sole discretion of the City Council:

i. Violation of this Agreement, City's rules and regulations, and/or any other applicable City-adopted policy and procedure;

ii. Theft of City property;

iii. Employee's willful or intentional failure or refusal to perform his duties and responsibilities consistent with his obligations under this Agreement, or to comply with lawful written directives issued by the City Council pertaining to performance of Employee's job duties and responsibilities;

iv. Conviction of a felony, or plea of guilty or nolo contendere, to any crime or offense involving moral turpitude, provided that Employee may be placed on administrative leave without pay should he be charged with a felony or crime involving moral turpitude unless or until such charges are resolved;

v. Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code section 53243.4, provided that Employee may be placed on administrative leave without pay should he be charged with "abuse of office or position" unless or until such charges are resolved;

vi. Conviction of a felony, or conviction of a misdemeanor, or plea of guilty or nolo contendere, to any crime or offense relating to Employee's fitness to perform assigned duties, provided that Employee may be placed on administrative leave without pay unless or until such charges are resolved;

vii. Employee fails to report to work without notice to City and/or without authorization from the City Council for three (3) consecutive days, except if Employee's failure to comply with this subsection is due to emergency circumstances beyond Employee's control;

viii. Intoxication while on duty whether by drugs, alcohol, prescription or non-prescription drugs, and in the case of prescription drugs where they are being used in a manner not authorized by Employee's treating physician;

ix. Unauthorized use of City property;

x. Improper use of City funds;

xi. Willful violation of Federal, State, or City discrimination and harassment laws concerning either members of the general public or City' s employee(s) while acting in the course and scope of his employment on City premises or time and/or while acting without the prior approval or direction of the City Council;

xii. Willful and unlawful retaliation against any City officer or employee or member of the general public who in good faith reports, discloses, divulges, or otherwise brings

to the attention of any appropriate authority any facts or information relative to actual or suspected violations of any law occurring on the job or related directly thereto;

xiii. Willful violation of any conflict of interest or incompatibility of office laws;

xiv. Performance of material outside business interests that conflict directly with the activities and duties as City Manager; and/or

xv. A medical determination that Employee is unable to perform the essential functions of the position with or without a reasonable accommodation, due to a mental, physical, or other illness or disability for a period of six (6) months or longer.

d. Severance. Any severance payment provided for herein ("Severance") shall be conditioned upon Employee's execution of a Separation and Release Agreement within thirty (30) days of termination. In the event Employee declines to execute or revokes the Separation and Release Agreement, no Severance payment shall be made. Severance pay shall not be utilized for purposes of retirement credit and no additional benefits (e.g., annual leave) will accrue or be owed during the Severance period, unless provided for elsewhere within this Agreement. If Employee is entitled to receive Severance as provided in Section 7.b and this Section 7.d, City shall (i) pay Employee a lump sum amount in compliance with Government Code sections 53260 and 53261 equal to six (6) months of Employee's Base Salary; and (ii) continue to contribute to the premiums for health and dental benefits for Employee and dependents, as set forth in Section 4.a, for six (6) months from termination or until Employee finds other employment, whichever occurs first. City's continued contributions to premiums for health and dental benefits may be provided to Employee either through direct payment(s) to the provider(s) and/or a lump sum payment to Employee. Severance shall not be paid to Employee in the event of death of the Employee, Employee's resignation or retirement, or termination of Employee for cause.

e. Application of CJPIA Chief Executive Separation Payment. Notwithstanding Section 7.d of this Agreement, in the event this Agreement is terminated by the City for any reason other than for cause, the City shall not contest Employee's eligibility to receive payments in accordance with the Chief Executive Separation Payment provision in the CJPIA's Memorandum of Coverage – Primary Liability.

f. Application of Government Code Section 53243.3. In the event Employee is provided any cash settlement related to Employee's termination, such sums shall be fully reimbursed by Employee to City if the Employee is convicted of a crime involving abuse of his office or position. All provisions of Government Code section 53243.3 shall take precedence over the terms of this Agreement.

g. Return of Property. Employee shall be responsible for all City property (including but not limited to any computer, phone, and/or other electronic devices), materials, written information, and computer data issued to Employee or in his possession or control. All City property must be returned by Employee on or before his last day of work or at such earlier time as the City may request. Where permitted by applicable laws, the City may withhold from the

Employee's final pay (or other monies due to the departing Employee) the cost of any items that are not returned when required. The City may also take all action deemed appropriate to recover or protect its property.

8. INDEMNIFICATION. For the purpose of indemnification and defense of legal actions, Employee shall be considered an employee of the City and entitled to the same rights and subject to the same obligations as are provided for all other employees of the City as set forth in Sections 825 through 825.6 and Sections 995 through 996.6 of the California Government Code.

9. CONFIDENTIAL INFORMATION. Employee acknowledges and stipulates that in the performance of his duties, the City discloses and entrusts him with certain private, confidential and proprietary information. Employee agrees not to directly or indirectly disclose or use at any time any such information, whether it be in the form of records, lists, data, personnel information, drawings, reports, or otherwise, of a business or technical nature, which was acquired or viewed by Employee during Employee's relationship with the City unless such disclosure is authorized by the City in writing, required by law, or required in the performance of the duties of the City Manager. In the event Employee becomes legally compelled (e.g., by deposition, interrogatory, public records request, order, subpoena, civil investigative demand, or similar process issued by a court of competent jurisdiction) to disclose confidential information, prompt written notice of any such requirement shall be provided to the City Attorney. This provision shall survive the termination or expiration of this Agreement.

10. NOTICE. Any notices required hereunder shall be in writing and shall be given by personal delivery, overnight courier service, or United States Mail to the Party to whom it is to be given. All notices shall be deemed effective upon personal delivery or upon three (3) business days following deposit with any overnight courier service or the United States Postal Office. Any notice required to be given to the Employee under this Agreement shall be addressed to him at his last known address as reflected in the City's personnel records. Any notice required to be given to City under this Agreement shall be addressed to the City Clerk, at City Hall. Any Party may change its address for the purpose of this Section by giving written notice of such change to the other Party in the manner herein provided.

11. GENERAL PROVISIONS.

a. Governing Law & Severability. This Agreement shall be governed by the laws of the State of California. If any clause, sentence, section, or other provision of this Agreement is deemed void, unlawful, or otherwise unenforceable, then such shall be severed and the balance of this Agreement construed as if the severed language was not a part hereof.

b. Modification, Amendment, Waiver. No modification or amendment of any provision of this Agreement shall be effective unless approved upon majority vote of the City Council, put in writing, and signed by both Parties. Pursuant to state law requirements, amendments to Employee's Base Salary and/or benefits may only be considered by the City Council at a regular meeting. The failure of a Party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the

right of either Party thereafter to enforce each and every provision hereof in accordance with its terms.

c. **Assignment**. Neither this Agreement nor any of the rights or obligations created herein shall be assignable by Employee without the prior written approval of the City.

d. **Counterparts**. This Agreement may be executed in any one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The transmission of an executed signature page by any Party may also be accomplished via facsimile or via electronic transmission, and such copies may be treated as if they were originals.

e. **Section Headings**. The section headings used herein are not a substantive part of this Agreement and are included solely for convenience and have no bearing upon and do not in any way limit the application of the terms and conditions of this Agreement.

f. **Incorporation**. The Recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.

g. **Jurisdiction and Venue**. Personal and subject matter jurisdiction and venue for any controversy or claim arising out of or relating to this Agreement shall be in the California Superior Court in and for the County of Santa Barbara, or in the discretion of the City, the United States District Court for the Central District of California.

h. **Conflict Between CMC and Agreement**. In the event the terms of this Agreement conflict with provisions of Title 2, Chapter 2.08 of the City's Municipal Code, as it may be amended from time to time, the terms of this Agreement shall prevail.

i. **Policy and Rule Modification**. Employee agrees and understands that the City reserves the right to unilaterally revise, modify, delete, or add to any and all policies, procedures, work rules, benefits, the Management Conditions of Employment, or any other document that is referred to herein or may affect the conditions of Employee's employment, except for the policy of at-will employment. However, any such changes shall be in writing and approved by the City. In the event the terms of this Agreement conflict with the Management Conditions of Employment, as they may be amended from time to time, the terms of this Agreement shall prevail.

j. **Voluntary Agreement**. Employee agrees and represents that prior to entering into this Agreement, Employee has had reasonable time and opportunity to consult with an attorney or representative of Employee's choice concerning all terms and conditions of this Agreement. Employee also represents he has carefully read and fully understands the meaning, intent, and consequences of this Agreement, that he is competent to execute this Agreement, and freely and voluntarily enters into this Agreement without duress.

k. **Independent Advice**. Employee further acknowledges that provisions of this Agreement may result in certain tax consequences. Employee represents and warrants that Employee has had the opportunity to independently seek any needed expert advice in this

regard, and that Employee shall bear full and complete responsibility for any and all tax consequences hereunder.

l. **Entire Agreement**. This Agreement represents the entire and integrated agreement between the City and Employee and supersedes all prior understandings, negotiations, representations, or agreements.

IN WITNESS WHEREOF, the Parties have entered into this Employment Agreement for the City Manager as of the date first written above.

[Signature page follows]

CITY OF CARPINTERIA

By: _____
Al Clark, Mayor

EMPLOYEE

By: _____
Michael Ramirez

ATTEST:

By: _____
Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

APPROVED AS TO FORM

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