



**City of Carpinteria  
City Council Agenda  
Monday, June 22, 2026  
Council Chamber, 5775 Carpinteria Avenue,  
Carpinteria, CA 93013**

---

**5:30 PM 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/>).
- 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.
- [Join the City's Zoom webinar by clicking here.](#) Alternatively, you can join the Zoom webinar by logging on to [www.zoom.us](http://www.zoom.us), downloading the application, selecting "Join Meeting", and entering Webinar ID 889 0390 2262.
- Spanish interpretation will be available at the in-person meeting and through the City's Zoom webinar.

**How to Provide Public Comments**

- Provide a live public comment in City Council Chambers at City Hall (5775 Carpinteria Ave.).
- 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. 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 City Council by 12:00 P.M. on the day of the meeting by either submitting your comment via (1) email to [PublicComment@carpinteriaca.gov](mailto:PublicComment@carpinteriaca.gov), or (2) follow this link (<https://carpinteriaca.gov/city-hall/agendas-meetings/>), select the meeting you want to provide a comment on, and click the Submit Comments button located on the left hand side of the agenda portal. Please reference the agenda item to which your comment pertains. Although 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.

## **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. Introduction of Francisco Morales, Maintenance Worker I.
2. A Proclamation Recognizing June as "Pride Month" in the City of Carpinteria and Celebrating Pacific Pride Foundation's 51st Anniversary. *(Requires taking public comment and approval of the proclamation prior to the City Council reading and presenting the proclamation.)*

## **Public Information Reports and Announcements**

This may include updates on law enforcement activity within the City from a Sheriff's Office representative or a report from a representative of the First District Supervisor's Office.

3. Sheriff's Recap
4. First District Supervisor's Report

## **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 or as otherwise specified below.

5. City Manager's Report

## **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 Mayor may establish reasonable regulations for public comment based on the time available and/or the number of persons waiting to speak. Typically, the City Council's practice has been to limit each speaker to three minutes. The audiovisual 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 City Council. If you wish to speak on a consent calendar item, please do so during the public comment period provided at the beginning of this item.

6. Approve the minutes of the regular meetings held May 26, 2026 and June 8, 2026.
7. Receive and file the Warrant Register for the period of June 1, 2026 through June 12, 2026, pursuant to Carpinteria Municipal Code Section 2.08.150(F).
8. Receive and file the Report on Contracts Executed by the City Manager for the Period of May 5, 2026 through June 1, 2026.
9. Adopt Resolution No. 6484, approving the Capital Asset Policy.
10. Adopt Resolution No. 6483, amending the Conditions of Employment between the City of Carpinteria and Management and Miscellaneous Personnel for the period of July 1, 2026 through June 30, 2027, and authorize the City Manager to implement the changes effective July 1, 2026.

## **Administrative Matters**

11. Agreement with Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection and Hazardous Waste Emergency Response Services.

Recommendation: Authorize the City Manager to execute an Agreement with Clean Harbors Environmental Services, Inc. for household hazardous waste collection and hazardous waste emergency response services in an amount not-to-exceed \$140,000. *(Requires a roll call vote.)*

## **Public Hearing**

12. Resolution No. 6481, Declaring the Intention to Vacate a Portion of Olive Avenue.  
Recommendation: Adopt Resolution No. 6481, declaring the intention to vacate a portion of Olive Avenue.

## **Consideration of Any Items Removed from Consent Calendar and/or Other Agenda Items Requested to Be Advanced**

## **Matters Continued from Previous Meetings: None**

### **Other Business**

13. Transactions and Use Tax Measure for the November 3, 2026 General Municipal Election.

Recommendation: (1) Adopt Resolution No. 6472 Ordering the Submission to the Qualified Electors of the City a Measure Relating to the Establishment of a General Transaction and Use Tax at the Consolidated General Municipal Election to be Held on November 3, 2026; Requesting That the County Clerk- Recorder/ Registrar of Voters Provide Specific Election Administration Services; Setting Priorities for Filing Written Arguments and Rebuttals Regarding the Ballot Measure and Directing Preparation of an Impartial Analysis; (2) Introduce and waive further reading of Ordinance No. 796 establishing a Transactions and Use Tax, contingent upon voter approval; and (3) Direct staff to proceed with all actions necessary to place the measure before voters at the November 3, 2026 General Municipal Election. *(Requires reading of Ordinance title, a roll call vote, and a two-thirds vote to pass.)*

14. Downtown Carpinteria Parking Management Plan.

Recommendation: Approve the parking management strategies as recommended by the Public Facility Site Acquisition/Development Committee.

15. Memorandum of Understanding with the California Department of Transportation for the Rincon Multi-Use Trail Project.

Recommendation: Authorize the Mayor to execute the Memorandum of Understanding with the California Department of Transportation for the Rincon Multi-Use Trail Project. *(Requires a roll call vote.)*

### **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.

16. Legislative Update

### **Committee Reports, Inquiries and Other Matters Presented by Councilmembers**

Informational reports from Councilmember representatives on committees, commissions and organizations. This is also an opportunity for Councilmembers to request information from staff or seek support from fellow Councilmembers for future agenda items.

### **Attendance of Councilmembers for Future Meetings**

### **Adjournment**

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 684-5405, extension 403 or the

California Relay Service at (866) 735-2929. Notification 2 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-meeting>.

### **Resources for the Public:**

Code of Conduct: [https://carpinteriaca.gov/wp-content/uploads/2025/03/Code-of-Conduct\\_FINAL.pdf%22](https://carpinteriaca.gov/wp-content/uploads/2025/03/Code-of-Conduct_FINAL.pdf%22)

### **Levine Act Warning**

Applicants and their agents before the City Council are subject to the campaign disclosure provisions detailed in Government Code Section 84308. No City Council member may accept, solicit, or direct a contribution of more than \$500 from any party for 12 months following the date a final decision is rendered by the City. No City Council Member may accept, solicit, or direct any contribution from an agent of the party during the same time frame. This prohibition commences when an item involving the entitlement has been placed on the City Council's agenda for a public meeting, when the City Council Member knows the action is within the City Council's jurisdiction, and it is reasonably foreseeable that it will come before the City Council as a decisionmaker, or when the proceeding is before the City Council for its decision. A party to a City proceeding—which includes both applicants and agents—shall disclose on the record of the proceeding any contribution of more than \$500 made to any City Council Member by the applicant, or any donations made by the agent, during the preceding 12 months. No party to a City proceeding, or agent, shall make a contribution to a City Council Member during the proceeding and for 12 months following the date a final decision is rendered by the City. Prior to rendering a decision on a City proceeding, any City Council Member who received contribution of more than \$500 within the preceding 12 months from any party, or who received any donations from an agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any City Council Member receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, the City Council Member shall be permitted to participate in the proceeding. If you believe that these provisions apply to you or a City Council Member, please inform the City Clerk at the earliest possible opportunity. Failure to do so may affect the City's ability to process your application.

This agenda was posted on June 17, 2026 in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.



**A PROCLAMATION OF THE CITY COUNCIL OF  
THE CITY OF CARPINTERIA RECOGNIZING JUNE  
AS "PRIDE MONTH" IN THE CITY OF  
CARPINTERIA AND CELEBRATING PACIFIC  
PRIDE FOUNDATION'S 51<sup>ST</sup> ANNIVERSARY**

**WHEREAS**, the month of June is recognized as "Pride Month," honoring Lesbian, Gay, Bisexual, Transgender, Queer, and other LGBTQ+ individuals and commemorating the June 1969 Stonewall Riots, a catalyst in the fight for LGBTQ+ rights in the United States; and

**WHEREAS**, the City of Carpinteria recognizes and honors the struggle for liberation against discrimination threatening the rights of LGBTQ+ people to feel safe in their own community; and

**WHEREAS**, the rainbow progress flag, as shown below, is widely recognized as a symbol of pride, inclusion, and support for social movements advocating for LGBTQ+ people, and explicitly acknowledges the intersection of racial justice with sexuality and gender justice!



; and

**WHEREAS**, all human beings are born free and equal in dignity and rights; LGBTQ+ individuals have had an immeasurable impact on the cultural, civic, and economic successes of our country; and

**WHEREAS**, the City of Carpinteria is committed to ongoing support of the visibility, dignity, and equity of LGBTQ+ people in our community through partnerships with organizations such as Pacific Pride Foundation and Carp PRIDE; and

**WHEREAS**, while society at large increasingly supports LGBTQ+ equity, it is essential to acknowledge that the need for education and awareness remains vital in order to end discrimination and prejudice and provide resources to our citizens, peers, educators, and community leaders; and

**WHEREAS**, this nation was founded on the principle that every individual has infinite dignity and worth, and the City Council of the City of Carpinteria calls upon the people of this municipality to embrace this principle and work to eliminate prejudice everywhere it exists; and

**WHEREAS**, celebrating Pride Month influences awareness and provides support and advocacy for the LGBTQ+ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance, and advance equal rights; and

**WHEREAS**, Pacific Pride Foundation has become the foremost resource for the LGBTQ+ community, providing high quality, compassionate health and social service programs, both in Santa Barbara County and the coastal communities of California between Los Angeles and San Francisco; and

**WHEREAS**, Pacific Pride Foundation is celebrating its 51<sup>st</sup> Anniversary.

**NOW, THEREFORE**, the City Council of the City of Carpinteria hereby designates June as "PRIDE MONTH" in the City of Carpinteria, reaffirms its commitment to recognizing June as PRIDE MONTH each year, commends Pacific Pride Foundation for its efforts to create a thriving and visible LGBTQ+ community, and celebrates the Foundation's 51st Anniversary.

**IN WITNESS THEREOF**, the Mayor has hereunto set their hand and caused the official seal of the City of Carpinteria, California, to be affixed this 22nd day of June, 2026.

ATTEST:

\_\_\_\_\_  
Brian C. Barrett, MMC, CPMC  
City Clerk



\_\_\_\_\_  
Natalia Alarcon, Mayor  
City of Carpinteria

AGENDA ITEM NO. 3

This item will be heard at the July 13, 2026 City Council meeting.



**Roy Lee**  
County Supervisor, First District

Agenda Section: First District Supervisor Report  
Agenda Item No.: 4  
Council Meeting Date: June 22, 2026

Subject: 6/22 Agenda for Report from First District Supervisor Roy Lee

---

**1. Housing Update in Unincorporated Carpinteria**

- A. VAN WINGERDEN 1 and 2 – No project application submitted
- B. CRAVENS LANE – No update; applicant still addressing feedback
- C. BAILARD
  - Red Tail has withdrawn their Builder’s Remedy application; the Coastal Development Permit Application was submitted to the County portal on 6/1. It was circulated to other county departments and they are in the middle of the 30-day period to review for completeness.
  - City of Carpinteria Engineering is reviewing preliminary drawings for consistency with City Design Standards
  - The Evacuation Study is mostly complete; they are meeting with Carp Summerland Fire to review
  - RedTail met with the Casitas Village HOA Board Members on 5/28 to discuss their concerns. RedTail is finalizing the Evacuation Study for the next meeting them on 7/2
  - The Next Joint Meeting will be on 6/25 with teams from City, Carp-Summerland Fire, County and Red Tail.

**2. Cannabis Updates**

- 3 operators are in the appeals court process and those are happening this month. The judge has 30 days to make a judgement.
- Community members can report odor complaints through the County website:  
<https://www.countyofsb.org/4751/Cannabis-Program>

**3. Unincorporated Road Updates**

- No Overnight Parking signs installed on the 101 side of Santa Clause Lane

**4. County Budget FY2026-2027**

- Supervisors approved the county’s **\$1.66 billion budget**.
- Reflects **\$52 million in overall reductions across every single department**, 300 positions cut – mostly vacant positions but **60 layoffs** mostly in Health and social services depts; (some layoffs may be spared based on CA State Budget which is still TBD)
- **Public Health Budget: NO county-run health clinics are closing**, but 2 county-run pharmacies will close (one in Santa Barbara and the other in Santa Maria); part of the cuts includes eliminating in-house phlebotomy services, or blood drawing. For those pharmacies and phlebotomy services, they will be shifted to outside providers like Walgreens for pharmacy and Quest Diagnostics and Pacific Diagnostic Laboratories for phlebotomy; should be the same price for patients and within 2 miles of Public Health clinics.

105 E. Anapamu Street, 4<sup>th</sup> Floor Santa Barbara, CA 93101 • (805) 568-2186  
roylee@countyofsb.org  
[www.countyofsb.org](http://www.countyofsb.org)  
Follow us @CountyofSB





one  
**COUNTY**  
one  
**FUTURE**

**Roy Lee**  
County Supervisor, First District

- **CARPINTERIA CLINIC:** The Carp Clinic had some reductions of staff but remain fully open to care. The current phlebotomy services are already performed with Quest/PDL so there is no change in care at this time. For pharmacy services, the clinic will continue to have the medications delivered, but rather than filled at SB pharmacy, they will be filled from Lompoc pharmacy and delivered next day. Patients can utilize Walgreens for the 340b pricing, as they can do now too.
- **Public Health will no longer offer 4 specialties** (nephrology, urology, neurology and gastroenterology) -- all specialty services were served out of the Santa Barbara Clinic. There are about 800 current patients who are working with public health case workers coordinate transferring the care to other medical partners. The goal is no lapse in care.
- The county has launched a **24-hour information line to keep residents informed**. It can be reached at **805-681-5100**.
- **What the budget DOES fund:**
  - \$122M for roads, parks, county facilities
  - \$50M emergency reserves
  - \$7.4M backfill fill for critical services
  - County Film Commissioner for 1 year pilot program
  - \$250k for youth education funding

#### 5. Upcoming BOS Meeting: 6/23 Truth Act Forum

- TRUTH ACT (Transparent Review of Unjust Transfers and Holds Act), is a State law from 2016.
- The annual TRUTH Act Forum on June 23 at 2:00 PM in Santa Maria, online, or Channel 20; Spanish translation is available. **Materials for the TRUTH Act forum can be [found here](#). For ways to participate in this meeting, [please click here](#).**
- The TRUTH Act requires local governing bodies in jurisdictions where local law enforcement has provided any ICE access to an individual, to hold a community forum to receive and consider public comment.
- At the forum, the Santa Barbara County Sheriff's Office plans to share data it maintains regarding the number and demographic characteristics of individuals to whom the agency has provided any ICE access; the date ICE access was provided; and whether the ICE access was provided through a hold, transfer, or notification request or through other means.
- **For the year 2025:**
  - ICE made inquiries or requests for access to 221 inmates.
  - 193 of these inquiries did not qualify per SB 54 as exceptions to the TRUST Act and, accordingly, no response was provided to ICE.
  - The remaining 28 inmates qualified for notification per SB 54 as exceptions to the TRUST Act, and responses were sent to ICE.
  - Of these 28 inmates, 12 were transferred to ICE officers after they were released from Sheriff's Office custody

105 E. Anapamu Street, 4<sup>th</sup> Floor Santa Barbara, CA 93101 • (805) 568-2186

roylee@countyofsb.org

[www.countyofsb.org](http://www.countyofsb.org)

Follow us @CountyofSB





**Roy Lee**  
County Supervisor, First District

**6. Opportunities/Upcoming BOS Meetings**

- The County is updating it's [Open Space Element](#)
  - Take the Survey by 6/25 [Santa Barbara County Open Space Element \(OSE\) survey](#)
  - 7/7 BOS Hearing on Open Space Element
- 7/14 BOS Meeting will cover:
  - 2026 Annual Homelessness Update
  - Utility-Scale Solar Amendments Project
  - Phase I Oil and Gas Prohibition Amendments
- BOS is on break 7/21-8/11; Meetings resume 8/18 in Santa Barbara

105 E. Anapamu Street, 4<sup>th</sup> Floor Santa Barbara, CA 93101 • (805) 568-2186  
roylee@countyofsb.org  
[www.countyofsb.org](http://www.countyofsb.org)  
Follow us @CountyofSB



# MEMORANDUM



**Council Meeting Date:** June 22, 2026

**To:** Honorable Mayor and City Council

**From:** Michael Ramirez, City Manager

**Subject:** City Manager's Report

---

## CITY EMPLOYEE UPDATES

### Recruitments

Below are the current open recruitments and recruitment statuses. Additional information on City job openings is available online at <https://carpinteriaca.gov/city-hall/human-resources/>.

- Chief Building Inspector/Plans Examiner
  - Pending Screening of Applications

## UPDATES ON CAPITAL IMPROVEMENT PROJECTS

None.

## UPDATES ON DEVELOPMENT APPLICATIONS

### The Farm Project at 5885 Carpinteria Avenue

The City recently initiated the Environmental Impact Report (EIR) process for the proposed Farm Project (Project). On June 11, 2026, Community Development Department staff published a Notice of Preparation (NOP), formally inviting public input on the scope and content of the EIR.

The NOP comment period will remain open for 30 days and close on July 10, 2026. During this comment period, responsible agencies and members of the public are encouraged to submit comments regarding the Project's potential environmental impacts, proposed mitigation measures, and possible project alternatives.

A Public Scoping Meeting is scheduled for Tuesday, June 30, 2026, at 5:30 p.m., in the City Hall Council Chambers located at 5775 Carpinteria Avenue and via Zoom. The Public Scoping Meeting will be held within the 30-day NOP comment period to further enhance transparency and public participation. While no Project decisions are made at the Public Scoping Meeting, attendees will have the opportunity to ask clarifying questions about the Project and/or the process, and to raise issues regarding potential environmental impacts in a public setting.

**Key Dates:**

- NOP Comment Period (30 days): June 11 – July 10, 2026  
(Comments due by 5:00 p.m. on July 10, 2026)
- Public Scoping Meeting: Tuesday, June 30, 2026, at 5:30 p.m.  
*City Hall Council Chambers (5775 Carpinteria Ave) and via Zoom*

Additional project information, including a copy of the NOP, can be found on the project website at: <https://carpinteriaca.gov/city-hall/community-development/housing/5885carpinteriaave/>

Community members and stakeholders interested in receiving project updates are encouraged to join the interested parties list by emailing [TheFarmProject@carpinteriaca.gov](mailto:TheFarmProject@carpinteriaca.gov).

**Architectural Review Board Vacancy**

The City is currently accepting applications for a vacant seat on the Architectural Review Board. Interested persons can visit the City's website at: [https://carpinteriaca.gov/city-hall/city-clerk/#Council\\_Advisory\\_Groups](https://carpinteriaca.gov/city-hall/city-clerk/#Council_Advisory_Groups) or contact the City Clerk, Brian Barrett, at [brianb@carpinteriaca.gov](mailto:brianb@carpinteriaca.gov) for more information.

**OTHER CITY/COMMUNITY UPDATES****Updated Flood Insurance Rate Maps**

Updated flood insurance rate maps for the Carpinteria community became effective on June 10, 2026. These maps help identify areas with the highest risk of flooding and provide valuable information that communities can use to reduce flood risk and improve resilience.

The Federal Emergency Management Agency develops and maintains flood insurance rate maps as part of its ongoing flood risk assessment program. In addition to supporting local planning and floodplain management efforts, flood insurance rate maps are used by mortgage lenders to determine flood insurance requirements for properties located in designated flood hazard areas. For more information about the updated flood insurance rate maps or the City's Floodplain Management Regulations, please contact Designated Floodplain Administrator, John L. Ilasin, Public Works Director/City Engineer, at (805) 880-3402 or [johni@carpinteriaca.gov](mailto:johni@carpinteriaca.gov).

**2026 Fix-it Fair Impact Report**

The Sustainability and Environment Division prepared a Fix-It Fair Impact Report summarizing the program's broader environmental, economic, and community benefits. The report highlights how community-based repair initiatives support waste reduction, extend the life of consumer goods, foster sustainability education, and strengthen partnerships among residents, businesses, and organizations.

The findings provide valuable insights for future program enhancements and opportunities to expand repair and reuse initiatives in response to strong community interest and participation. The full Impact Report is [available here](#).

## **AgeWell**

### **AgeWell Outing**

On Saturday, July 11, from 11:00 a.m. to 1:00 p.m., the City's Aquatics division will host an AgeWell Beach Safety & Accessibility Tour at the end of Ash Street, also known as 4th Beach. This fun and informative outing will feature presentations and demonstrations by local lifeguards, who will showcase adaptive beach equipment available for rent and share important beach safety tips.

AgeWell will be closed on Friday, July 3, in observance of the Independence Day holiday.

### **Community Garden**

On June 5, the Community Garden hosted the AgeWell Abuelas group. Twenty-three participants toured the garden, learned about membership opportunities, and explored ways to get involved. The Abuelas enjoyed lunch in the garden and took part in hands-on activities, including rock painting and creating California native seed balls.

On June 6, the Community Garden partnered with AgeWell to host a Survey Social, bringing together Garden and AgeWell members to share feedback and experiences through both online and paper surveys. The event also provided an opportunity for participants to connect while enjoying hands-on activities, including rock painting and creating California native seed balls. A total of 14 people attended the event.

On June 15, the Community Garden welcomed the Art & Sensory Carpinteria homeschool group for an educational field trip. Twenty-five children and parents explored the garden, learning about a variety of flowers, fruits, and vegetables growing throughout the space. Participants also enjoyed hands-on activities, including feeding the worm compost bin and releasing ladybugs to help support the garden's ecosystem.

**City of Carpinteria  
City Council Minutes  
Regular Meeting  
Tuesday, May 26, 2026  
Council Chamber, 5775 Carpinteria Avenue, Carpinteria, CA 93013**

**In-Person and Virtual**

---

**CALL TO ORDER**

Mayor Alarcon called the meeting to order at 5:32 pm.

**ROLL CALL**

Councilmembers present:            Councilmember Al Clark            (District No. 5)  
   Councilmember Julia Mayer        (District No. 3)  
   Councilmember Wade T. Nomura (District No. 4)  
   Vice Mayor Mónica J. Solórzano (District No. 1)  
   Mayor Natalia Alarcon            (District No. 2)

Staff members present:            Michael Ramirez, 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  
   Ryan Benson, Management Analyst I  
   Mindy Fogg, Principal Planner  
   Jeanette Gant, Parks, Recreation & Community  
   Services Director  
   Stephon Downes, Management Analyst II  
   John L. Ilasin, Public Works Director  
   Josefina Arechiga, Assistant Engineer

**PLEDGE OF ALLEGIANCE**

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

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

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

**AGENDA MODIFICATIONS: NONE**

**INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS**

1. Fiscal Year 2025/26 Community Services Support Grants Program Update and Grantee Presentations.

Management Analyst I Benson provided the staff report and introduced the following Community Services Support Grantees who presented: Guadalupe Perez, Director of Early Learning for Carpinteria Children's Project; Melinda Cabrera, Chief Executive Officer and Diana Ornelas, Carpinteria Unit Club Director, both representing the United Boys & Girls Club of Santa Barbara County; and Jaime Collins, Executive Director for Girls Inc. of Carpinteria.

Speakers in-person: Kristina Calkins, representing the Lynda Fairly Carpinteria Arts Center

Documents distributed: Kristina Calkins

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to receive and file the Fiscal Year 2025/26 Community Services Support Grants progress reports and presentations provided by participating organizations. Upon voice vote, the motion carried unanimously.

## **PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS: NONE**

### **CITY MANAGER'S REPORT**

2. City Manager's Report
  - a. City Employee Updates

City Manager Ramirez reported on City recruitments.

- b. Updates on Capital Improvement Projects

None.

- c. Updates on Development Applications

Principal Planner Fogg discussed the following:

- Notice of Preparation and Scoping Meeting for the Coastal Land Use Plan/General Plan Updates
- Farm Project at 5885 Carpinteria Avenue
- Casitas Pier Power Pole Replacement
- June 1<sup>st</sup> Planning Commission Meeting
- Architectural Review Board Vacancy

The Council was interested in setting a deadline for accepting applications for the vacancy on the Architectural Review Board. City Manager Ramirez noted staff would apply a deadline of June 30<sup>th</sup>.

d. Other City/Community Updates

City Manager Ramirez talked about the following:

- HOST Season begins the weekend of May 23<sup>rd</sup>
- CycleMAYnia: Carp Family Ride
- AgeWell activities

There was no public comment.

**PLANNING COMMISSION ACTIONS: NONE**

**PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA**

Speakers in-person: Donna Treloar, George Lehtinen, and Rogelio Delgado

Speakers via Zoom: Andy Patrick and Lorraine McIntire

Documents distributed: Sarah Smith

In response to Mr. Lehtinen's request to leave the red and white alternating stripes on the bulb out by Tyler's Donuts and add similar markings to the new island along Linden Avenue between Carpinteria Avenue and the freeway overcrossing, the Council was interested in staff bringing back more information.

City Manager Ramirez responded to Ms. Treloar's comments regarding the poor condition of El Carro Lane.

**CONSENT CALENDAR:**

There was no public comment.

Motion by Councilmember Mayer, seconded by Vice Mayor Solórzano, to approve the Consent Calendar Item Nos. 3 through 6. The roll call vote on the motion was as follows:

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

The motion carried.

3. Approve the minutes of the regular meeting held May 11, 2026.
4. Receive and file the Warrant Register for the period of May 4, 2026 through May 15, 2026, pursuant to Carpinteria Municipal Code Section 2.08.150(F).
5. Receive and file the Report on Contracts Executed by the City Manager for the Period of April 7, 2026 through May 4, 2026.
6. Adopt Ordinance No. 797 (Second Reading), amending Chapter 2.08 of the Carpinteria Municipal Code to better define the City Manager's authority to sign written contracts; update the list of City officers who are authorized to sign warrants; and remove the requirement of a list of all instruments signed by the City Clerk requiring the City seal to be presented to the City Council for their information. *(Requires a roll call vote.)*

**ADMINISTRATIVE MATTERS:**

7. Letter of Support for the Foodbank of Santa Barbara County and the California Food Bank Delivery Alliance's Request for \$30 Million State Budget Allocation.

Recommendation: Authorize the Mayor to sign the Letter of Support for the Foodbank of Santa Barbara County and the California Food Bank Delivery Alliance's request for a \$30 million State budget allocation to sustain and expand home delivery programs in California.

Vice Mayor Solórzano recused herself from this item since she serves on the Board of the Foodbank of Santa Barbara County and left the Council Chambers at 6:51 pm.

Parks, Recreation & Community Services Director Gant presented the staff report.

Speakers in-person: Rogelio Delgado

Motion by Councilmember Mayer, seconded by Councilmember Nomura, to authorize the Mayor to sign the Letter of Support for the Foodbank of Santa Barbara County and the California Food Bank Delivery Alliance's request for a \$30 million State budget allocation to sustain and expand home delivery programs in California. Upon voice vote, the motion carried unanimously with Vice Mayor Solórzano absent due to her recusal.

Vice Mayor Solórzano returned to the dais at 6:56 pm.

**PUBLIC HEARING:**

8. Resolution No. 6468, concerning the continuation of Street Lighting District No. 1 for Fiscal Year 2026/27.

Recommendation: Adopt Resolution No. 6468, concerning the continuation of Street Lighting District No. 1 for Fiscal Year 2026/27.

Management Analyst II Downes provided the staff report.

Mayor Alarcon opened the public hearing at 6:59 pm and being there was no public comment, closed the public hearing at 6:59 pm.

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to adopt Resolution No. 6468, as read by title only. Upon voice vote, the motion carried unanimously.

9. Resolution No. 6469, concerning the continuation of Lighting, Landscaping and Right-of-Way Improvement District No. 3 for Fiscal Year 2026/27.

Recommendation: Adopt Resolution No. 6469, concerning the continuation of Lighting, Landscaping and Right-of-Way Improvement District No. 3 for Fiscal Year 2026/27.

Management Analyst II Downes provided the staff report.

Mayor Alarcon opened the public hearing at 7:03 pm and being there was no public comment, closed the public hearing at 7:03 pm.

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to adopt Resolution No. 6469, as read by title only. Upon voice vote, the motion carried unanimously.

10. Resolution No. 6470, concerning the continuation of Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2026/27.

Recommendation: Adopt Resolution No. 6470, concerning the continuation of the Parking and Business Improvement Area Assessment District No. 4 including establishing the annual general business assessment amount of \$130.75 for Fiscal Year 2026/27.

Management Analyst II Downes presented the staff report.

Mayor Alarcon opened the public hearing at 7:07 pm and being there was no public comment, closed the public hearing at 7:07 pm.

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to adopt Resolution No. 6470, as read by title only. Upon voice vote, the motion carried unanimously.

11. Resolution No. 6471, concerning the continuation of Assessment District No. 5 for Fiscal Year 2026/27.

Recommendation: Adopt Resolution No. 6471, continuing Assessment District No. 5 for Fiscal Year 2026/27.

Management Analyst II Downes provided the staff report.

Mayor Alarcon opened the public hearing at 7:09 pm and being there was no public comment, closed the public hearing at 7:09 pm.

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to adopt Resolution No. 6471, as read by title only. 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:**

12. Review of Proposed Transactions and Use Tax Ballot Language, Community Outreach, and Public Education Plan.

Recommendation: (1) Review the proposed ballot language for a potential transactions and use tax measure; (2) Review the proposed community outreach and public education plan; and (3) Provide feedback and direction to staff.  
*(Requires a roll call vote.)*

City Manager Ramirez presented the staff report and PowerPoint presentation.

There was consensus of the Council to have staff come back with total cost estimate to run the proposed measure through the election process.

Speakers in-person: Gaby Edwards, representing Friends of the Carpinteria Library; Jean Bailard, representing Friends of the Carpinteria Library; Lea Boyd, representing Friends of the Carpinteria Library; Gail Marshall; and Rogelio Delgado

Documents distributed: Gaby Edwards

Motion by Councilmember Clark, seconded by Vice Mayor Solórzano, to receive the presentation and direct staff to adopt the sample ballot language and continue with the outreach plan. The roll call vote on the motion was as follows:

AYES: Councilmember Clark, Councilmember Mayer, Councilmember Nomura, Vice Mayor Solórzano, and Mayor Alarcon

NOES: None

ABSENT: None

ABSTAIN: None

The motion carried unanimously.

13. Award Construction Contract for the Franklin Creek Trail Improvement Project to Toro Enterprises, Inc. and Agreements for related Construction Testing, and Archeology and Native American Monitoring Services.

Recommendation: (1) Award a Construction Contract to Toro Enterprises, Inc. in the Total Base Bid amount of \$1,815,750.25 for the Franklin Creek Trail Improvement Project; (2) Authorize the City Manager to execute an Agreement with Cotton Shires and Associates, Inc. to provide acceptance/materials testing services in an amount not-to-exceed \$34,487 for the Franklin Creek Trail Improvement Project; (3) Authorize the City Manager to execute an Agreement with Leftwich Archeology to provide archeological and Native American monitoring services in an amount not-to-exceed \$43,540 for the Franklin Creek Trail Improvement Project; (4) Approve a budget appropriation in the amount of \$528,500 to the Capital Improvements Fund of the Fiscal Year 2025/26 Capital Improvements Program Budget for the Franklin Creek Trail Improvement Project. *(Requires a roll call vote.)*

Public Works Director Ilasin and Assistant Engineer Arechiga provided the staff report and PowerPoint presentation.

There was no public comment.

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to (1) Award a Construction Contract to Toro Enterprises, Inc. in the Total Base Bid amount of \$1,815,750.25 for the Franklin Creek Trail Improvement Project; (2) Authorize the City Manager to execute an Agreement with Cotton Shires and Associates, Inc. to provide acceptance/materials testing services in an amount not to exceed \$34,487 for the Franklin Creek Trail Improvement Project; (3) Authorize the City Manager to execute an Agreement with Leftwich Archeology to provide archeological and Native American monitoring services in an amount not to exceed \$43,540 for the Franklin Creek Trail Improvement Project; and (4) Approve a budget appropriation in the amount of \$528,500 to the Capital Improvements Fund for the Fiscal Year 2025/26 Capital Improvements Program Budget for the Franklin Creek Trail Improvement Project, and approve the recommended transfers as outlined in the financial consideration section. The roll call vote on the motion was as follows:

AYES: Councilmember Clark, Councilmember Mayer, Councilmember Nomura, Vice Mayor Solórzano, and Mayor Alarcon

NOES: None

ABSENT: None

ABSTAIN: None

The motion carried unanimously.

Mayor Alarcon recessed to a break at 8:20 pm and reconvened the meeting at 8:31 pm.

14. Mid-Cycle Fiscal Year 2026/27 Capital Improvements Program Budget.

Recommendation: Receive and file the Mid-Cycle Fiscal Year 2026/27 Capital Improvements Program Budget Report.

City Manager Ramirez, Public Works Director Ilasin, and Parks, Recreation & Community Services Director Gant presented the staff report and PowerPoint presentation.

There was no public comment.

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to receive and file the Mid-Cycle Fiscal Year 2026/27 Capital Improvements Program Budget Report. Upon voice vote, the motion carried unanimously.

**LEGISLATIVE UPDATE: NONE**

**COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS**

Councilmember Mayer reported on her attendance at the following:

- BEACON Board meeting where the Channel Islands Harbor, Ventura Harbor, and Santa Barbara Harbor provided a presentation on the dredging of their respective harbors.
- Santa Barbara South Coast Chamber of Commerce's Housing Policy meeting where the discussion was about the strategic plan for housing in the County.

**ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS**

All Councilmembers are expected to be in attendance at the June 8, 2026 regular City Council meeting.

**ADJOURNMENT**

Mayor Alarcon adjourned the meeting at 9:24 pm.

\_\_\_\_\_  
Natalia Alarcon, Mayor

ATTEST:

\_\_\_\_\_  
Brian C. Barrett, MMC, CPMC  
City Clerk

**City of Carpinteria  
City Council Minutes  
Regular Meeting  
Monday, June 8, 2026**

**Council Chamber, 5775 Carpinteria Avenue, Carpinteria, CA 93013**

**In-Person and Virtual**

---

**CALL TO ORDER**

Mayor Alarcon called the meeting to order at 4:03 pm.

**ROLL CALL**

Councilmembers present:

Councilmember Al Clark	(District No. 5)
Councilmember Julia Mayer	(District No. 3)
Councilmember Wade T. Nomura	(District No. 4)
Vice Mayor Mónica J. Solórzano	(District No. 1)
Mayor Natalia Alarcon	(District No. 2)

Staff members present:

Michael Ramirez, 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 MATTERS**

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code section 54956.9(d)(1)  
Name of case: Carpinteria Group LLC vs The City of Carpinteria (Case No. 26CV0132)
  
2. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) : 1 case

Legal Counsel Acos read aloud the Closed Session title into the record.

Councilmember Mayer recused herself from participating in the Closed Session Matters due to her primary residence being within 1,000 feet of the proposed development at the center of the lawsuit.

### **TEMPORARY ADJOURNMENT TO CLOSED SESSION**

Mayor Alarcon temporarily adjourned to Closed Session at 4:04 pm.

### **CALL TO ORDER**

Mayor Alarcon called the meeting to order at 5:32 pm.

### **ROLL CALL**

Councilmembers present:

Councilmember Al Clark	(District No. 5)
Councilmember Julia Mayer	(District No. 3)
Councilmember Wade T. Nomura	(District No. 4)
Vice Mayor Mónica J. Solórzano	(District No. 1)
Mayor Natalia Alarcon	(District No. 2)

Staff members present:

Michael Ramirez, 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  
Nick Bobroff, Community Development Director  
Jeanette Gant, Parks, Recreation & Community Services Director  
Ryan Kintz, Assistant City Manager (via Zoom)  
Teresa Ilasin, Management Analyst II  
Licette Maldonado, Administrative Services Director  
John L. Ilasin, Public Works Director

### **CLOSED SESSION REPORT**

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

### **PLEDGE OF ALLEGIANCE**

Mayor Alarcon 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:**

3. A Proclamation Honoring June 19, 2026, “Juneteenth Independence Day” in Recognition of June 19, 1865, when Enslaved Africans Learned of Their Freedom in the Southwestern States. *(Requires taking public comment and approval of the proclamation prior to the City Council reading and presenting the proclamation.)*

There was no verbal public comment.

Documents distributed: Dianne Travis-Teague

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to approve the Proclamation Honoring June 19, 2026, “Juneteenth Independence Day” in Recognition of June 19, 1865, when Enslaved Africans Learned of Their Freedom in the Southwestern States. Upon voice vote, the motion carried unanimously.

Since the receiver of the proclamation, Dianne Travis-Teague was stuck in traffic, Mayor Alarcon acknowledged moving the presentation of the proclamation to later in the meeting. Mayor Alarcon and the Council presented the proclamation to Ms. Travis-Teague, President of The Teague Group immediately after Item No. 4 and Ms. Travis-Teague provided remarks.

4. Recognition of Retiring Architectural Review Board Member Richard E. Johnson on His 18 Years of Service to the Community.

There was no public comment

Mayor Alarcon introduced Mr. Johnson and noted a few of his accolades. Mr. Johnson provided remarks.

Mayor Alarcon and the Council presented Mr. Johnson with a City tile in recognition of his 18 years of service on the Architectural Review Board and thanked and congratulated him.

5. Introduction of Francisco Morales, Maintenance Worker I.

Mayor Alarcon noted that staff requested postponing this item to the next meeting.

**PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS: NONE**

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

Mayor Alarcon temporarily adjourned the meeting at 5:46 pm.

6. Library Board of Trustees Agenda Packet

**RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL**

Mayor Alarcon reconvened the regular meeting at 6:07 pm.

**CITY MANAGER'S REPORT**

7. City Manager's Report

- a. City Employee Updates

City Manager Ramirez talked about the last week's Town Hall meeting and reported on City recruitments.

- b. Updates on Capital Improvement Projects

None.

- c. Updates on Development Applications

Community Development Director Bobroff discussed the following:

- Notice of Preparation and Scoping Meeting for The Farm Project at 5885 Carpinteria Avenue
- Chevron Offshore Decommissioning Work to Begin
- Architectural Review Board Vacancy

- d. Other City/Community Updates

Parks, Recreation & Community Services Director Gant spoke on AgeWell and recreation activities and the Monte Vista Dog Park.

Speakers in-person: Patrick O'Connor

Community Development Director Bobroff responded to Mr. O'Connor's comments regarding consolidating the Architectural Review Board and Planning Commission review of the Farm Project and the project's baseline configuration.

**PLANNING COMMISSION ACTIONS**

8. Planning Commission Actions

Community Development Director Bobroff reported on the Planning Commission Actions from its meeting of June 1, 2026.

There was no public comment.

**PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA**

Speakers in-person: Annie Sly, Rogelio Delgado, and David Hayman representing the Carpinteria Lions Club

Documents distributed: Linda Grasse and Sarah Smith

In response to Mr. Hayman's request for the Lions Club to use the Vets Hall three times a year for a blood drive at no cost, there was consensus of the Council to direct staff to bring back this item for Council consideration at the next Council meeting.

**CONSENT CALENDAR**

There was no public comment.

Motion by Councilmember Mayer, seconded by Councilmember Nomura, to approve the Consent Calendar Item Nos. 9 through 12. The roll call vote on the motion was as follows:

AYES: Councilmember Clark, Councilmember Mayer, Councilmember Nomura, Vice Mayor Solórzano, and Mayor Alarcon

NOES: None

ABSENT: None

ABSTAIN: None

The motion carried unanimously.

9. Receive and file the Warrant Register for the period of May 18, 2026 through May 29, 2026, pursuant to Carpinteria Municipal Code Section 2.08.150(F).

10. Receive and file the Monthly City Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds for April 2026.

11. Direct staff to review the City of Carpinteria's Conflict of Interest Code and prepare any necessary updates.

12. Authorize the Mayor to sign the Cooperative Agreement with the Santa Barbara County Association of Governments for Carpinteria Circulation Improvements Funds. *(Requires a roll call vote.)*

**ADMINISTRATIVE MATTERS:**

13. Letter of Support for the Encampment Resolution Funding Round 5 Application submitted by the County of Santa Barbara.

Recommendation: Authorize the Mayor to sign the Letter of Support for the Encampment Resolution Funding Round 5 Application submitted by the County of Santa Barbara.

City Clerk Barrett presented the staff report.

There was no public comment.

Motion by Vice Mayor Solórzano, seconded by Councilmember Mayer, to authorize the Mayor to sign the Letter of Support for Encampment Resolution Funding Round 5 Application submitted by the County of Santa Barbara. Upon voice vote, the motion carried unanimously.

14. Resolution No. 6482, Approving the Application for Encampment Resolution Funding Round 5 Grant Funds.

Recommendation: (1) Adopt Resolution No. 6482, approving the submission of an Encampment Resolution Funding Round 5 grant application; and (2) Direct staff to return to the City Council with a proposed grant acceptance and project implementation plan should funding be awarded. *(Requires a roll call vote.)*

Assistant City Manager Kintz (present via Zoom) provided the staff report.

Jack Lorenz, Regional Advancement Director for Dignity Moves responded to questions from the Council.

There was no public comment.

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to adopt Resolution No. 6482 and direct staff to return to the City Council with a proposed grant acceptance and project implementation plan should funding be awarded. The roll call vote on the motion was as follows:

AYES: Councilmember Clark, Councilmember Mayer, Councilmember Nomura, Vice Mayor Solórzano, and Mayor Alarcon

NOES: None

ABSENT: None

ABSTAIN: None

The motion carried unanimously.

**PUBLIC HEARING:**

15. Public Hearing on City Workforce Vacancies and Recruitment/Retention Efforts Pursuant to Government Code Section 3502.3 (AB 2561 Compliance).

Recommendation: Conduct a public hearing pursuant to Government Code Section 3502.3 to receive a presentation on the City's current workforce vacancies, recruitment and retention efforts, and any identified obstacles to hiring, as required by Assembly Bill 2561. *(Requires a roll call vote.)*

Management Analyst II Ilasin presented the staff report.

Mayor Alarcon opened the public hearing at 6:55 pm and being there was no public comment, closed the public hearing at 6:55 pm.

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to receive and file the presentation on City workforce vacancies and recruitment and retention efforts, in compliance with Government Code Section 3502.3 (AB 2561). The roll call vote on the motion was as follows:

AYES: Councilmember Clark, Councilmember Mayer, Councilmember Nomura, Vice Mayor Solórzano, and Mayor Alarcon

NOES: None

ABSENT: None

ABSTAIN: None

The motion carried unanimously.

Mayor Alarcon recessed to a break at 6:56 pm and reconvened the meeting at 7:10 pm.

16. Mid-Cycle Budget Report, Including Appropriation Adjustments for Fiscal Years 2025/26 and 2026/27, Setting Related Appropriations Limits as Required by State Law, and Adopting Salary Schedules for Fiscal Year 2026/27.

Recommendation: Receive the staff report and public comments, close the public hearing, provide staff direction regarding any proposed changes to the budget, and take the following actions: (1) Receive the Mid-Cycle Budget Report and approve budget adjustments for Fiscal Years 2025/26 and 2026/27, as summarized in Attachment B, and the authorized full-time position list as shown in Attachment C; (2) Adopt Resolution No. 6476 establishing the City of

Carpinteria appropriation limit for Fiscal Year 2026/27, as required by State law; (3) Adopt Resolution No. 6477 establishing the appropriation limit for Street Lighting District No. 1 for Fiscal Year 2026/27, as required by State law; and (4) Adopt Resolution Nos. 6478, 6479, and 6480 approving Fiscal Year 2026/27 salary schedules for Miscellaneous and Management Employees, SEIU-represented Employees, and Part-Time, Temporary, and Seasonal Employees, respectively. *(Requires a roll call vote.)*

City Manager Ramirez introduced the item and provided an Economic & Financial Overview. Administrative Services Director Maldonado covered the General Fund and All Funds Overview. City Manager Ramirez covered the General Government Departmental Updates, Administrative Services Director Maldonado covered the Administrative Services Departmental Updates, Community Development Director Bobroff covered the Community Development Departmental Updates, Public Works Director Ilasin covered the Public Works Departmental Updates, and Parks, Recreation & Community Services Director Gant covered the Parks, Recreation & Community Services Departmental Updates.

Mayor Alarcon opened the public hearing at 8:44 pm.

Speakers in-person: Rogelio Delgado

Mayor Alarcon closed the public hearing at 8:48 pm.

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to adopt Resolution Nos. 6476, 6477, 6478, 6479, and 6480, as read by title only; receive the Mid-Cycle Budget Report; approve the budget adjustments for Fiscal Years 2025/26 and 2026/27 and the authorized full-time position list as provided in Attachments B and C, respectively; establish the related appropriation limits; and adopt the salary schedules for Fiscal Year 2026/27. The roll call vote on the motion was as follows:

AYES: Councilmember Clark, Councilmember Mayer, Councilmember Nomura, Vice Mayor Solórzano, and Mayor Alarcon

NOES: None

ABSENT: None

ABSTAIN: None

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: NONE**

**LEGISLATIVE UPDATE:**

17. Legislative Update

Legal Counsel Acos reported on Assembly Bill 1383.

There was no public comment.

There was Council consensus to direct staff to submit an opposition letter to Assembly Bill 1383.

**COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS**

There were no Committee Reports, Inquiries nor Other Matters presented by Councilmembers.

**ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS**

All Councilmembers are expected to be in attendance at the June 22, 2026 regular City Council meeting.

**ADJOURNMENT**

Mayor Alarcon adjourned the meeting at 8:53 pm.

\_\_\_\_\_  
Natalia Alarcon, Mayor

ATTEST:

\_\_\_\_\_  
Brian C. Barrett, MMC, CPMC  
City Clerk



# City of Carpinteria

---

## COUNCIL AGENDA STAFF REPORT

### **ITEM FOR COUNCIL CONSIDERATION**

Expenditure Report (Warrant Register) for the Period of June 01, 2026 through June 12, 2026

### **STAFF RECOMMENDATION**

Receive and file the Warrant Register for the period of June 01, 2026, through June 12, 2026, pursuant to Carpinteria Municipal Code 2.08.150(F).

### **DISCUSSION**

As part of each regular City Council agenda, a list of all payments disbursed since the last reporting period is presented to the City Council pursuant to Carpinteria Municipal Code Section 2.08.150(F). The Warrant Register (Attachment A) is provided for the City Council and public information and serves as staff verification that the expenditures have been reviewed and are within budgeted appropriations.

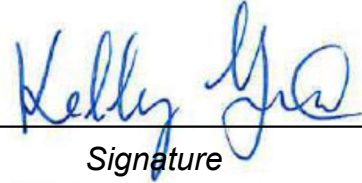
### **FINANCIAL CONSIDERATIONS**

The Warrant Register summarizes the City's fiscal activity since the prior reporting period and confirms that expenditures are within the adopted budget.

### **ATTACHMENTS**

Attachment A: Warrant Register for the period beginning June 01, 2026, and ending June 12, 2026.

Staff contact: Kelly Guevara-Cortez, Accounting Technician  
(805) 755-4442, [KellyG@carpinteriaca.gov](mailto:KellyG@carpinteriaca.gov)



---

Signature

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



---

Signature

Reviewed by: Michael Ramirez, City Manager  
(805) 755-4450, [michaelr@carpinteriaca.gov](mailto:michaelr@carpinteriaca.gov)



---

Signature

**ATTACHMENT A**

**Warrant Register for the period beginning  
June 01, 2026, and ending June 12, 2026**



# Warrant Register

Carpinteria CA

Date Range: 06/01/2026 - 06/12/2026

Vendor Number	Vendor Name	Payment Date	Payment Amount	Number
<b>Payable #</b>	<b>Payable Type</b>	<b>Payable Description</b>		
<b>Bank Code: AP Bank-AP Bank</b>				
<b>Payment Type: Regular</b>				
<a href="#">11DM-3JFV-HJHP</a>	FOREVER REDWOOD	06/04/2026	(4,604.80)	107865
<a href="#">147N-CYC9-LVV6</a>	SO CA EDISON	06/08/2026	(2,248.90)	107899
<a href="#">16DV-KFPM-CQJ1</a>	AMAZON CAPITAL SERVICES INC	06/04/2026	4,318.86	107964
<a href="#">16FD-JCMF-MGMH</a>	Invoice	ADDRESS LABELS AND FILE HOLDER FOR CITY HALL		
<a href="#">17J6-6HH6-CLVH</a>	Invoice	BOOKS FOR LIBRARY		
<a href="#">1C41-TXN6-FQM3</a>	Invoice	POOL CLEANING SUPPLIES		
<a href="#">1GVD-N6V4-KVVV</a>	Invoice	BOOKS FOR LIBRARY		
<a href="#">1KRQ-QLTV-QX74</a>	Invoice	BOOKS FOR LIBRARY		
<a href="#">1LKK-MNNH-T4F1</a>	Invoice	BOOKS FOR LIBRARY		
<a href="#">1MWD-VQDQ-7PC6</a>	Invoice	COMMAND HOOKS FOR CERT TRAILER		
<a href="#">1PMG-6F3H-HYH3</a>	Invoice	BOOKS FOR LIBRARY		
<a href="#">1PYL-NPHT-W7GL</a>	Invoice	BOOKS FOR LIBRARY		
<a href="#">1QCF-6MFM-TRTG</a>	Invoice	BOOKS FOR LIBRARY		
<a href="#">1R4N-VL6N-H6YH</a>	Invoice	BOOKS FOR LIBRARY		
<a href="#">1R9R-RD17-P63K</a>	Invoice	VETS HALL CLEANING AND RENTAL SUPPLIES		
<a href="#">1RK7-HMP4-4JMF</a>	Invoice	DESK TRAY		
<a href="#">1RK7-HMP4-933N</a>	Invoice	BOOKS FOR LIBRARY		
<a href="#">1RXW-F9TY-FRWV</a>	Invoice	BOOKS FOR LIBRARY		
<a href="#">1RXW-F9TY-KYWC</a>	Invoice	SIGNATURE PAD FOR FRONT DESK		
<a href="#">1T3J-4FR9-DVCK</a>	Credit Memo	BOOKS FOR LIBRARY		
<a href="#">1V97-KWPH-WRXJ</a>	Invoice	TABLES AND CHAIRS FOR PUBLIC SEATING LIBRARY PORCH		
<a href="#">1WJH-WXLN-YQR6</a>	Invoice	DOCUMENT ORGANIZER FOR LIBRARY		
	**Void**	DESK SUPPLIES FOR COMMUNICATIONS INTERN		
		DESK SUPPLIES FOR COMMUNICATIONS INTERN		
		DOCUMENT ORGANIZER RETURNED		
		PROJECTOR FOR CITY PROGRAMS AND EVENTS		
		BOOKS FOR LIBRARY		
		BOOKS FOR LIBRARY		
		06/04/2026	-	107965
<a href="#">580806</a>	ANIMAL MEDICAL CLINIC	06/04/2026	210.00	107966
<a href="#">581500</a>	Invoice	APR26 EMERGENCY OUT OF CONTRACT VET SERVICES		
	Invoice	APR26 CONTRACTED VET SERVICES		
<a href="#">694346</a>	BIG GREEN CLEANING COMPANY	06/04/2026	4,320.00	107967
	Invoice	VARIOUS HOMELESS CAMP CLEANUP 3/25/26		
<a href="#">1000579</a>	CALIFORNIA BUILDING OFFICIALS	06/04/2026	185.00	107968
	Invoice	CHIEF BLDG INSPECTOR JOB AD		
<a href="#">AJ2MI6D</a>	CDW LLC	06/04/2026	5,789.94	107969
<a href="#">AJ2NH4Z</a>	Invoice	4 EA. DELL LAPTOPS FOR CITY HALL EMPLOYEES		
<a href="#">AJ3QY7J</a>	Invoice	LAPTOP SLEEVE		
<a href="#">AJ3QY8T</a>	Invoice	FIREWALL PROTECTION FOR POOL		
	Invoice	FIREWALL PROTECTION FOR GATV		
<a href="#">3445</a>	CLIFFORD MOSS LLC	06/04/2026	25,885.31	107970
<a href="#">3482</a>	Invoice	APR26 STRATEGIC SERVICES - DISTRICT OUTREACH		
<a href="#">3488</a>	Invoice	ONLINE AD BUY AND DESIGN		
	Invoice	SURVEY MAILER		
<a href="#">802862</a>	COAST AUTO PARTS INC	06/04/2026	90.25	107971
	Invoice	AIR FILTER FOR MULTIPLE UNITS		
<a href="#">63449</a>	COASTAL VIEW NEWS	06/04/2026	1,249.00	107972
<a href="#">63451</a>	Invoice	HOST PROGRAM AD 4/30/26		
<a href="#">63523</a>	Invoice	NOTICE OF PREP. OF ENVIROMENTAL IMPACT REPORT		
<a href="#">63524</a>	Invoice	NOTICE OF PUBLIC HEARING AD 5/14/26		
	Invoice	ORDINANCE 797 AD 5/14/26		
<a href="#">219325</a>	ENVIRONMENTAL SCIENCE ASSOCIATES	06/04/2026	32,328.60	107973
<a href="#">219328</a>	Invoice	APR26 PROFESSIONAL SERVICES		
	Invoice	APR26 PROFESSIONAL SERVICES		
<a href="#">INV0009286</a>	ERIC CASTRO	06/04/2026	153.00	107974
	Invoice	REIMBURSE TRAVEL MAY26 CLLS CORD/DIRECTOR MEETING		
<a href="#">INV0009287</a>	GLORIA GALLARDO	06/04/2026	100.00	107975
	Invoice	PARK DEPOSIT REFUND		
<a href="#">H6623-397377</a>	HOME DEPOT CREDIT SERVICES	06/04/2026	2,918.87	107976
	Invoice	COMMUNITY GARDEN TUFF SHED		
<a href="#">E42837</a>	ID WORKS LLC	06/04/2026	100.62	107977
	Invoice	EMPLOYEE JACKET/SHIRT FOR S.SOUTER		
<a href="#">INV0009288</a>	JACK'S BISTRO	06/04/2026	1,279.55	107978
	Invoice	EMPLOYEE RECOGNITION-PUBLIC WORKS WEEK		

<a href="#">FA0012594H</a>	SANTA BARBARA COUNTY EHS / CUPA Invoice	2111- BUSINESS PLAN LEVEL 1 & 3112-STATE FACILITY	06/04/2026	550.00	107979
<a href="#">5597</a>	19SIX ARCHITECTS Invoice	APR26 COMMUNITY POOL RENOVATION	06/04/2026	9,928.20	107980
<a href="#">5787</a>	Invoice	APR26 COMMUNITY POOL RENOVATION			
<a href="#">166Q-OR1F-MWM4</a>	AMAZON CAPITAL SERVICES INC Invoice	DECORATION FOR HULA EVENT	06/04/2026	146.00	107981
<a href="#">1LKV-KC4K-MN6L</a>	Invoice	DECOR FOR HULA EVENT			
<a href="#">1M7R-LH6P-L9FW</a>	Invoice	FILE FOLDER FOR OUTREACH			
<a href="#">581422</a>	ANIMAL MEDICAL CLINIC Invoice	APR26 CONTRACTED VET SERVICES	06/04/2026	1,600.00	107982
<a href="#">1880</a>	ATLAS PLANNING SOLUTIONS Invoice	MAR26 EMERGENCY OPERATIONS PLAN SERVICES	06/04/2026	14,026.66	107983
<a href="#">1896</a>	Invoice	APR26 EMERGENCY OPERATIONS PLAN SERVICES			
<a href="#">43177695</a>	CANON FINANCIAL SERVICES INC Invoice	APR26 MAINT & SERVICE CANON PRINTERS	06/04/2026	1,330.25	107984
<a href="#">589692</a>	CARPINTERIA VALLEY LUMBER CO Invoice	HARDWARE FOR FENCE REPAIR AT COMMUNITY GARDEN	06/04/2026	432.92	107985
<a href="#">589937</a>	Invoice	TOOLS FOR TRUCK 421			
<a href="#">590121</a>	Invoice	VETS HALL CURTAIN AND WELL ENCLOSURE REPAIR			
<a href="#">590239</a>	Invoice	CLEAT FOR LIFEGUARD TOWER FLAG POLE			
<a href="#">590318</a>	Invoice	HARDWARE FOR WATER FILTER AT CITY HALL			
<a href="#">590503</a>	Invoice	PUMP HOUSE & LIBRARY DRINKING FOUNTAIN REPAIR			
<a href="#">590706</a>	Invoice	ANT BAIT FOR CITY HALL AND POOL DECK			
<a href="#">590756</a>	Invoice	TOOLS FOR MEMORIAL BENCH			
<a href="#">INV0009308</a>	CITY OF SANTA BARBARA CD-RHMP Invoice	FY25/26 Q3 RENTAL HOUSING MEDIATION SERVICES	06/04/2026	6,562.50	107986
<a href="#">7730</a>	EASY LIFT TRANSPORTATION Invoice	MAY26 COMMUNITY TRANSPORTATION SERVICES	06/04/2026	1,000.00	107987
<a href="#">11607</a>	EVERSHADE EXTERIOR CLEANING SOLUTIONS Invoice	APR26 CLEANING OF TRASH CANS AT CARP & LINDEN AVE	06/04/2026	9,675.00	107988
<a href="#">132472</a>	FOREVER REDWOOD Invoice	LINDEN BENCH REPLACEMENT	06/04/2026	4,604.80	107989
<a href="#">JUN26 805-566-3374-042524-5</a>	FRONTIER COMMUNICATIONS Invoice	JUN26 INTERNET - BEACH STORE	06/04/2026	59.99	107990
<a href="#">INV0009289</a>	JEFFREY BECKER Invoice	PROJECT CLOSE OUT PL-24-2306-2251	06/04/2026	944.85	107991
<a href="#">50281</a>	JUSTICE CLEARINGHOUSE Invoice	ANIMAL CONTROL COURSE	06/04/2026	400.00	107992
<a href="#">000330</a>	KYLE STEFFEN TAPIA Invoice	KEY COPIES AND NEW CYLINDER	06/04/2026	647.47	107993
<a href="#">1852</a>	LEAGUE OF CA CITIES Invoice	MEMBERSHIP FOR CHANNEL COUNTIES DIVISION 2026	06/04/2026	500.00	107994
<a href="#">00308-01-076577</a>	LESLIE'S POOL SUPPLIES INC Invoice	CHLORINE FOR COMMUNITY POOL 5/11/26	06/04/2026	828.81	107995
<a href="#">600-2026-04</a>	MRS ENVIRONMENTAL INC Invoice	APR26 OIL & GAS ON CALL ENVIROMENTAL SERVICES	06/04/2026	18,097.98	107996
<a href="#">463983223001</a>	ODP BUSINESS SOLUTIONS LLC Invoice	BUSINESS CARDS	06/04/2026	1,080.36	107997
<a href="#">469268080001</a>	Invoice	BUSINESS CARDS			
<a href="#">469316444001</a>	Invoice	ENVELOPES FOR CITY HALL			
<a href="#">469968096001</a>	Invoice	COPY PAPER, PENS, LEGAL PADS, AND PENCILS			
<a href="#">01352CO26172063</a>	OVERDRIVE INC. Invoice	MAY26 EBOOKS/AUDIOBOOKS FOR LIBRARY	06/04/2026	2,588.50	107998
<a href="#">01352DA26169234</a>	Invoice	MAY26 EBOOKS/AUDIOBOOKS FOR LIBRARY			
<a href="#">403773</a>	POLICORE INC. Invoice	IT SERVICES-LIBRARY APR26	06/04/2026	573.75	107999
<a href="#">403774</a>	Invoice	IT SERVICES-POOL APR26			
<a href="#">Q2374787</a>	QUADIENT LEASING USA INC. Invoice	JUN26-SEP26 LEASE PAYMENT FOR C.H POSTAGE MACHINE	06/04/2026	622.44	108000
<a href="#">APR26 CITY</a>	RISDON'S 76 SERVICE Invoice	APR26 CAR WASHES FOR CITY VEHICLES	06/04/2026	105.00	108001
<a href="#">49508</a>	ROCKWELL PRINTING Invoice	A-FRAME SIGNS	06/04/2026	1,044.97	108002
<a href="#">49784</a>	Invoice	BOOK DROP DECALS			
<a href="#">49788</a>	Invoice	A-FRAME SIGNS FOR NO DOGS OFF LEASH SIGNAGE			
<a href="#">49801</a>	Invoice	SIGN REPLACEMENT			
<a href="#">49838</a>	Invoice	HOST VISTOR CENTER POSTCARDS			
<a href="#">49842</a>	Invoice	BILINGUAL EMERGENCY PREPAREDNESS OUTREACH			

<a href="#">26711</a>	ROSEBRO GARAGE LLC Invoice	SYNCHRONIZER REPAIR	06/04/2026	663.81	108003
<a href="#">3683</a>	SANTA BARBARA TROPHY/ENGRAVING Invoice	PLAQUE FOR MEMORIAL BENCH	06/04/2026	344.14	108004
<a href="#">INV26698</a>	SILVER STATE COMMERCIAL REFRIGERATION LLC Invoice	HVAC MAINTENANCE LIBRARY/VETS HALL 4/12/26	06/04/2026	500.00	108005
<a href="#">166139831-001</a>	SITEONE LANDSCAPE SUPPLY (ALL AROUND) Invoice	TREE STAKE TREATED	06/04/2026	8.35	108006
<a href="#">238</a>	SOLID WASTE SOLUTIONS INC Invoice	APR26 SOLIDWASTE PROFESSIONAL SERVICES	06/04/2026	366.75	108007
<a href="#">INV0009290</a>	SPECIALTY PLUMBING Invoice	REFUND PLANNING FEES	06/04/2026	211.68	108008
<a href="#">INV0009291</a>	SUSANA ALCALA Invoice	PARK DEPOSIT REFUND	06/04/2026	100.00	108009
<a href="#">20041</a>	TORO ENTERPRISES INC Invoice	APR26 LINDEN AVE IMPROVEMENTS PROJECT	06/04/2026	2,705.60	108010
<a href="#">388344598</a>	TREESCAPES Invoice	VEGETATION REMOVAL AT SALT MARSH	06/04/2026	5,300.00	108011
<a href="#">388345563</a>	Invoice	RIGHT OF WAY TREE TREATMENT			
<a href="#">26-039-013</a>	TRUE NORTH COMPLIANCE SERVICES INC Invoice	APR26 PLAN CHECK/INSPECTIONS SERVICES	06/04/2026	204.05	108012
<a href="#">25-263516</a>	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA Invoice	MAY26 CA STATE REGULATORY FEE	06/04/2026	253.13	108013
<a href="#">420260183</a>	Invoice	MAY26 NEW TICKET CHARGES & DATABASE			
<a href="#">2210299122</a>	UNIFIRST CORPORATION Invoice	TOWEL & MAT REPLACEMENT LIBRARY 5/5/26	06/04/2026	226.95	108014
<a href="#">2210299123</a>	Invoice	TOWEL & MAT REPLACEMENT VETS HALL 5/5/26			
<a href="#">2210299126</a>	Invoice	TOWEL & MAT REPLACEMENT POOL 5/5/26			
<a href="#">2210299132</a>	Invoice	MAT REPLACEMENT. UNIFORM CLEANING 5/5/26			
<a href="#">2210299133</a>	Invoice	TOWEL & MAT REPLACEMENT CITY HALL 5/5/26			
<a href="#">6159068</a>	UNIQUE MANAGEMENT SERVICES INC Invoice	APR26 LOST LIBRARY BOOKS	06/04/2026	65.00	108015
<a href="#">52596</a>	VILLAGE POOL SUPPLY Invoice	CHLORINE. ACID FOR COMMUNITY POOL 5/6/26	06/04/2026	518.94	108016
<a href="#">INV0009292</a>	VINCENT SEMONSEN Invoice	MAR-APR26 BIOLOGICAL SERVICES	06/04/2026	2,015.00	108017
<a href="#">243468</a>	WEST COAST ARBORISTS INC Invoice	TREE MAINTENANCE 4/16-4/30/26	06/04/2026	3,348.00	108018
<a href="#">40364052</a>	WSP USA INC Invoice	GENERAL PLAN UPDATE THROUGH 4/30/26	06/04/2026	1,660.00	108019
<a href="#">1596</a>	TWO TRUMPETS COMMUNICATIONS Invoice	APR26 COMMUNICATIONS	06/04/2026	6,000.00	108020
<a href="#">INV0009332</a>	SANTA BARBARA COUNTY CLERK OF THE BOARD Invoice	CEQA NOTICE OF EXEMPTION FEE 25-2331-DP/CDP	06/04/2026	50.00	108021
<a href="#">APR26 700201069122</a>	SO CA EDISON Invoice	APR26 ELECTRICITY- 101 ASH AVE	06/09/2026	35,445.30	108022
<a href="#">APR26 700230547624</a>	Invoice	APR26 ELECTRICITY-5103 CARPINTERIA AVE			
<a href="#">APR26 700264659490</a>	Invoice	APR26 ELECTRICITY-1115 LINDEN AVE B PED			
<a href="#">APR26 700274833982</a>	Invoice	APR26 ELECTRICITY-901 CACTUS LN EV EV			
<a href="#">APR26 700291369452</a>	Invoice	APR26 ELECTRICITY-MULTIPLE LOCATIONS			
<a href="#">APR26 700405192484</a>	Invoice	MAY26 ELECTRICITY-MULTIPLE LOCATIONS			
<a href="#">APR26 700474689651</a>	Invoice	APR26 ELECTRICITY-4683 9TH ST			
<a href="#">APR26 700477662295</a>	Invoice	APR26 ELECTRICITY- 901 CACTUS LN LGHT LGHT			
<a href="#">APR26 700525378417</a>	Invoice	APR26 ELECTRICITY- 931 WALNUT & 4851 5TH ST			
<a href="#">APR26 700604790697</a>	Invoice	APR26 ELECTRICITY- CAPP AV/CSTS PAS 609			
<a href="#">APR26 700827356389</a>	Invoice	APR26 ELECTRICITY- 5300 CARPINTERIA AVE TC1 TC1			
<a href="#">MAR26 700405192484</a>	Invoice	MAR26 ELECTRICITY-MULTIPLE LOCATIONS			
<a href="#">MAY26 700201069122</a>	Invoice	MAY26 ELECTRICITY-101 ASH AVE			
<a href="#">MAY26 700230547624</a>	Invoice	MAY26 ELECTRICITY-5103 CARPINTERIA A			
<a href="#">MAY26 700247140684</a>	Invoice	MAY26 ELECTRICITY-1 CARPINTERIA TC1			
<a href="#">MAY26 700255596559</a>	Invoice	MAY26 ELECTRICITY-100 LINDEN AVE			
<a href="#">MAY26 700264659490</a>	Invoice	MAY26 ELECTRICITY- 1115 LINDEN AVE B PED			
<a href="#">MAY26 700274833982</a>	Invoice	MAY26 ELECTRICITY-901 CACTUS LN EV EV			
<a href="#">MAY26 700291369452</a>	Invoice	MAY26 ELECTRICITY-MULTIPLE LOCATIONS			
<a href="#">MAY26 700465507084</a>	Invoice	MAY26 ELECTRICITY-4950 9TH ST BT HM			
<a href="#">MAY26 700477662295</a>	Invoice	MAY26 ELECTRICITY- 901 CACTUS LN			
<a href="#">MAY26 700525378417</a>	Invoice	MAY26 ELECTRICITY-931 WALNUT & 4851 5TH ST			
<a href="#">MAY26 700814698495</a>	Invoice	MAY26 ELECTRICITY-900 ELM AVE EV EV			
<a href="#">MAY26 700827356389</a>	Invoice	MAY26 ELECTRICITY-5300 CARPINTERIA AVE TC1 TC1			
	**Void**		06/09/2026	-	108023

<a href="#">177231</a>	ADVANTAGE TELECOM		06/11/2026	319.80	108024
<a href="#">177960</a>	Invoice	MAY26 EMERGENCY PHONE SERVICE			
	Invoice	JUN26 EMERGENCY PHONE SERVICE			
<a href="#">2457</a>	ALAN SALAZAR		06/11/2026	275.00	108025
	Invoice	NATIVE STORYTELLING SUMMER READING PROGRAM			
<a href="#">1333-CGK1-LTX6</a>	AMAZON CAPITAL SERVICES INC		06/11/2026	15,354.96	108026
<a href="#">13NK-YGRG-G97N</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">13V6-41YQ-HRML</a>	Invoice	ZIP BOOKS: R.SHARP			
<a href="#">13VV-R3K1-LPGC</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">13WK-CVY3-DXW3</a>	Invoice	SEEDS FOR LIBRARY PROGRAM			
<a href="#">13WK-CVY3-DYD9</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">13WK-CVY3-F1R6</a>	Invoice	LEATHER MACHINE FOR LIBRARY PROGRAMS			
<a href="#">141Q-W4X6-TWXY</a>	Invoice	SUPPLIES FOR 3D PRINTER			
<a href="#">14NM-LN19-PG71</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">14WF-7LXC-VCLQ</a>	Invoice	BULLETIN BOARD FOR AGEWELL			
<a href="#">163C-L7VY-7HF7</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">16C4-P41C-TMTR</a>	Invoice	OUTREACH TABLING MATERIALS			
<a href="#">16DY-KYQD-1C3C</a>	Invoice	CERT FIRST AID KITS			
<a href="#">16DY-KYQD-1QPK</a>	Invoice	BOOKSHELF FOR COMMUNITY LIBRARY			
<a href="#">17M1-TFTH-VP37</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">17X3-WQ3R-R6J1</a>	Invoice	CANVAS TOTE BAGS			
<a href="#">19GN-PD6G-QHRL</a>	Invoice	MATERIALS FOR BIRDWATCHING KIT			
<a href="#">19QM-4NM3-JD6C</a>	Invoice	ZIP BOOKS: D.MAULHARDT			
<a href="#">1C79-KPQR-JWYL</a>	Invoice	SCREEN CLEANER FOR ELECTRONICS			
<a href="#">1C7K-7L4D-4VKL</a>	Invoice	RAFFLE ITEMS FOR PUBLIC WORKS WEEK			
<a href="#">1CNM-DL3V-GPYJ</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">1CNQ-4C66-FKKR</a>	Invoice	POPCORN MACHINE SUPPLIES FOR LIBRARY PROGRAMS			
<a href="#">1D1T-VHP6-KHPJ</a>	Invoice	ZIP BOOKS: D.MAULHARDT			
<a href="#">1DL4-6H4H-6LDW</a>	Invoice	ZIP BOOKS: M.MONAHAN			
<a href="#">1DL4-6H4H-X4CT</a>	Invoice	SUMMER READING PROGRAM MATERIALS			
<a href="#">1DXK-6J4J-7WMM</a>	Invoice	FIX-IT FAIR SUPPLIES			
<a href="#">1F74-63XN-XFTN</a>	Invoice	SUPPLIES FOR COMMUNITY LIBRARY			
<a href="#">1FGX-D6MC-FC3V</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">1GLY-1KKV-3PXL</a>	Invoice	3D PRINTING SUPPLIES			
<a href="#">1GM3-PG94-F1MC</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">1GPQ-MLMV-KF49</a>	Invoice	CARPET CLEANER FOR COMMUNITY LIBRARY			
<a href="#">1GQ7-XL7D-TJCG</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">1GWP-3JD6-CWVV</a>	Invoice	LIGHTS FOR COMMUNITY LIBRARY			
<a href="#">1GXC-Y44C-F6K9</a>	Invoice	AGEWELL SUPPLIES FOR CLASSES			
<a href="#">1H6L-TPN4-CFHJ</a>	Invoice	KEYBOARD FOR COMMUNITY LIBRARY			
<a href="#">1H94-VQGD-T6QH</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">1J3T-YW7J-JF6L</a>	Invoice	SUMMER READING PROGRAM SUPPLIES			
<a href="#">1JMN-H37L-W4NT</a>	Invoice	CARPET CLEANER FOR COMMUNITY LIBRARY			
<a href="#">1JW1-KRPK-KCRC</a>	Invoice	EAR PROTECTION FOR MAINTENANCE STAFF			
<a href="#">1JYL-DYPM-PDQH</a>	Invoice	DESK FOR LITERACY PROGRAM COORDINATOR OFFICE			
<a href="#">1K11-73KV-7WY4</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">1K11-73KV-W746</a>	Invoice	SOAP DISPENSER FOR VETS HALL			
<a href="#">1KPW-FDX3-H4P4</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">1L7N-PXD6-J4HP</a>	Invoice	COPY PAPER FOR COMMUNITY LIBRARY			
<a href="#">1MMK-NC74-LFCT</a>	Invoice	COPY PAPER FOR COMMUNITY LIBRARY			
<a href="#">1MMK-NC74-RYQT</a>	Invoice	SUPPLIES FOR LITERACY PROGRAM			
<a href="#">1N9N-F1RQ-DPRN</a>	Invoice	A FRAMES FOR VIOLA PARK			
<a href="#">1N9P-O6GN-JM7K</a>	Invoice	VISOR HATS FOR AGEWELL			
<a href="#">1NXM-4QR7-GTW1</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">1NXW-4QR7-DVRG</a>	Invoice	ORIGAMI PAPER FOR AAIP CELEBRATION MONTH			
<a href="#">1P1Q-JG66-MDGO</a>	Invoice	CLIP BOARDS FOR AQUATICS			
<a href="#">1QPF-7KMC-7XRK</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">1R9R-RD17-JTXK</a>	Invoice	TONER FOR CITY HALL			
<a href="#">1RHN-MYN9-6YW6</a>	Invoice	BINDER FOR AGEWELL			
<a href="#">1RP1-9PLW-D3NW</a>	Invoice	AGEWELL PROGRAM SUPPLIES AND MATERIALS			
<a href="#">1RQ7-6LPG-VY3F</a>	Invoice	ENVELOPES FOR CDD MAILINGS			
<a href="#">1TW9-PXG7-FH4R</a>	Invoice	COFFEE MACHINE FOR COMMUNITY LIBRARY			
<a href="#">1TXV-6DTR-94FH</a>	Invoice	PROJECTOR FOR COMMUNITY LIBRARY			
<a href="#">1V4L-39DX-6XP6</a>	Invoice	BUISNESS CARD HOLDER			
<a href="#">1VRF-39MG-DMJF</a>	Invoice	AGEWELL YOGA CLASS SUPPLIES			
<a href="#">1VRF-39MG-G1GX</a>	Invoice	ZIP BOOKS: T.ROSENBLATT			
<a href="#">1VTC-3XCF-H6XN</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">1VTC-3XCF-VG73</a>	Invoice	TOOL KIT FOR LIBRARY OF THINGS			
<a href="#">1WFO-6XDM-W6DX</a>	Invoice	ZIP BOOKS: J.GROVES			
<a href="#">1WKV-PQJM-1CDV</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">1WNM-TQJD-GLKG</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">1WRK-9QD9-F491</a>	Invoice	AGEWELL CLASS SUPPLIES			
<a href="#">1WW4-RG3D-MGGN</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">1XGT-FGJD-VLFG</a>	Invoice	BOOKS FOR LIBRARY			
<a href="#">1XTF-RVGH-F13V</a>	Invoice	NINTENDO SWITCH GAMES FOR LIBRARY OF THINGS			
<a href="#">1XTM-19R6-7P3X</a>	Invoice	PUSH CART AND SPEAKER FOR LIBRARY			
<a href="#">1Y61-C9J7-43KR</a>	Invoice	SUMMER READING PROGRAM SUPPLIES			
<a href="#">1Y6T-RKPD-XCDM</a>	Invoice	ZIP BOOKS:P.HOCKING			
<a href="#">1YFH-6P74-PLYR</a>	Invoice	PICTURE FRAME FOR SUPERVISOR CERTS.			
<a href="#">1YJG-17JT-99HH</a>	Invoice	CART FOR LIBRARY EQUIPMENT			
	Invoice	BOOKS FOR LIBRARY			
	Invoice	ENVELOPES FOR CDD MAILINGS			
	**Void**		06/11/2026	-	108027
	**Void**		06/11/2026	-	108028
	**Void**		06/11/2026	-	108029
	**Void**		06/11/2026	-	108030

<a href="#">581703</a>	ANIMAL MEDICAL CLINIC		06/11/2026	1,735.00	108031
<a href="#">582280</a>	Invoice	MAY26 CONTRACTED VET SERVICES			
<a href="#">582284</a>	Invoice	MAY26 DOG LICENSING ISSUANCE			
	Invoice	MAY26 CONTRACTED VET SERVICES			
<a href="#">939128</a>	A-OK POWER EQUIPMENT		06/11/2026	62.24	108032
	Invoice	HEDGE TRIMMER RESIN			
<a href="#">05719750933</a>	AUTOZONE STORES LLC		06/11/2026	125.55	108033
	Invoice	SERVICE ON TRUCK #420			
<a href="#">26022781</a>	BUREAU VERITAS NORTH AMERICA INC		06/11/2026	8,182.35	108034
<a href="#">26022782</a>	Invoice	APR26 PLAN CHECK SERVICES			
<a href="#">26022783</a>	Invoice	APR26 MONTHLY PERMIT TECH SERVICES			
	Invoice	APR26 ON-SITE INSPECTIONS			
<a href="#">INV0009333</a>	CALIFORNIA DEPT OF FISH & WILDLIFE		06/11/2026	6,867.75	108035
	Invoice	STREAMBED ALTERATION AGREEMENT APPLICATION FEE			
<a href="#">96022</a>	CANNON		06/11/2026	8,257.50	108036
	Invoice	APR26 PROFESSIONAL PLAN CHECK SERVICES			
<a href="#">590868</a>	CARPINTERIA VALLEY LUMBER CO		06/11/2026	264.11	108037
<a href="#">590874</a>	Invoice	PARTS FOR STREET SWEEPER REPAIR			
<a href="#">590912</a>	Invoice	PAINT FOR TREE REMOVAL			
<a href="#">591255</a>	Invoice	VET'S HALL FLOOR REPAIR			
<a href="#">591739</a>	Invoice	BATTERIES FOR LASER			
<a href="#">591874</a>	Invoice	PARTS FOR REPAIRS AT VARIOUS LOCATIONS			
<a href="#">592195</a>	Invoice	BATTERIES FOR SMOKE DETECTORS IN CITY HALL			
<a href="#">592201</a>	Invoice	HARDWARE FOR POOL ACCUTAB DISPENSER			
	Invoice	BATTERY FOR HAND SOAP DISPENSERS IN VETS HALL			
<a href="#">63466</a>	COASTAL VIEW NEWS		06/11/2026	2,731.00	108038
<a href="#">63549</a>	Invoice	CVN AD FOR CYCLEMAYNIA EVENT			
<a href="#">63551</a>	Invoice	FIX-IT FAIR AD 5/21/26			
<a href="#">63561</a>	Invoice	ABOP AD 5/21/26			
<a href="#">63566</a>	Invoice	NOTICE OF PUBLIC HEARING AD 5/21/26			
<a href="#">63568</a>	Invoice	FIX-IT FAIR AD 5/28/2026			
<a href="#">63570</a>	Invoice	TOWN HALL MEETING AD 5/28/26			
	Invoice	HOST PROGRAM AD 5/28/26			
<a href="#">18128</a>	DISPENSING TECHNOLOGY CORPORATION		06/11/2026	11,536.49	108039
	Invoice	PUBLIC WORKS PAINT SHAKER			
<a href="#">26045</a>	ELITE GENERAL ENGINEERING		06/11/2026	14,925.25	108040
	Invoice	PUBLIC WORKS YARD CARPORT			
<a href="#">59832</a>	HILLYARD		06/11/2026	344.53	108041
	Invoice	HANDSOAP FOR VETS HALL			
<a href="#">35028</a>	INTEGRAL CONSULTING INC		06/11/2026	378,901.52	108042
	Invoice	APR26 LIVING SHORELINE PROJECT			
<a href="#">INV0009293</a>	JOSEFINA ARECHIGA		06/11/2026	289.55	108043
	Invoice	REIMBURSE TRAVEL 2026 FLOODPLAIN MANAGEMENT			
<a href="#">60992265</a>	JUMPING JOE'S BOUNCE HOUSE RENTALS		06/11/2026	411.00	108044
	Invoice	OBSTACLE COURSE FOR LIBRARY PROGRAM			
<a href="#">508201</a>	KANOPY		06/11/2026	237.00	108045
	Invoice	MAY26 LIBRARY VIDEOS			
<a href="#">INV0009294</a>	KATHERINE SHUMWAY		06/11/2026	153.00	108046
	Invoice	REIMBURSE TRAVEL 2026 CLLS COORDINATOR MEETING			
<a href="#">000342</a>	KYLE STEFFEN TAPIA		06/11/2026	187.88	108047
	Invoice	KEY COPIES FOR AGEWELL OFFICE AND VETS HALL			
<a href="#">56688634</a>	LINDE GAS & EQUIPMENT INC		06/11/2026	140.80	108048
	Invoice	O2 FOR BEACH LIFEGUARD'S			
<a href="#">28453</a>	MINER'S ACE HARDWARE INC		06/11/2026	48.33	108049
	Invoice	HARDWARE FOR BEACH PLATFORMS			
<a href="#">117229</a>	PROPAC INC.		06/11/2026	1,831.62	108050
	Invoice	CERT BACKPACKS			
<a href="#">49912</a>	ROCKWELL PRINTING		06/11/2026	481.29	108051
	Invoice	SPANISH CITY MAILERS			
<a href="#">100010</a>	SANSUM CLINIC		06/11/2026	1,560.00	108052
<a href="#">97357</a>	Invoice	MAY26 PRE-SCREENING FOR LIFEGUARDS			
<a href="#">99014</a>	Invoice	PRE-SCREENING FOR S.CORREA 2/25/26			
<a href="#">99404</a>	Invoice	APR26 PRE-SCREENING FOR BEACH LIFEGUARDS			
<a href="#">99831</a>	Invoice	MAY26 PRE-SCREENING FOR BEACH LIFEGUARDS			
	Invoice	PRE-SCREENING FOR A.KURYLIW			
<a href="#">26-004</a>	SCOTT COFFMAN		06/11/2026	843.60	108053
	Invoice	HAZWOPER REFRESHER TRAINING 5/7/26			
<a href="#">INV0009334</a>	SHAWN MCMASTER		06/11/2026	425.00	108054
	Invoice	PERFORMANCE FOR LIBRARY PROGRAM 6/22/26			
<a href="#">INV29839</a>	SILVER STATE COMMERCIAL REFRIGERATION LLC		06/11/2026	456.93	108055
	Invoice	HVAC MAINTENANCE - CITY HALL			

<a href="#">166815834-001</a>	SITEONE LANDSCAPE SUPPLY (ALL AROUND) Invoice	STREET SWEEPER MAINTENANCE	06/11/2026	30.51	108056
<a href="#">INV0009335</a>	SPECIALTY PLUMBING Invoice	ENGINEERING PERMITS NO.7746	06/11/2026	116.00	108057
<a href="#">3429</a>	SURE-CLOSE INC. Invoice	KITCHEN COMPOST BINS	06/11/2026	1,800.00	108058
<a href="#">2210301135</a>	UNIFIRST CORPORATION Invoice	TOWEL & MAT REPLACEMENT LIBRARY 5/12/26	06/11/2026	462.22	108059
<a href="#">2210301136</a>	Invoice	TOWEL & MAT REPLACEMENT VETS HALL 5/12/26			
<a href="#">2210301139</a>	Invoice	TOWEL & MAT REPLACEMENT POOL 5/12/26			
<a href="#">2210301144</a>	Invoice	TOWEL & MAT REPLACEMENT CITY HALL 5/12/26			
<a href="#">2210301147</a>	Invoice	TOWEL & MAT REPLACEMENT CITY 5/12/26			
<a href="#">2210302739</a>	Invoice	TOWEL & MAT REPLACEMENT LIBRARY 5/19/26			
<a href="#">2210302740</a>	Invoice	TOWEL & MAT REPLACEMENT VETS HALL 5/19/26			
<a href="#">2210302743</a>	Invoice	TOWEL & MAT REPLACEMENT POOL 5/19/26			
<a href="#">2210302759</a>	Invoice	TOWEL & MAT REPLACEMENT CITY HALL 5/19/26			
<a href="#">2210302764</a>	Invoice	TOWEL & MAT REPLACEMENT CITY HALL 5/19/26			
<a href="#">INV0009351</a>	MISSIONSQUARE Invoice	MISSIONSQUARE Employee Contributions	06/11/2026	14,720.07	108060
<a href="#">INV0009352</a>	Invoice	Deferred Compensation Contribution-Part Time Emp			
<a href="#">INV0009353</a>	Invoice	MissionSquareEmployee Contributions			
<a href="#">INV0009354</a>	Invoice	MissionSquareEmployee Contributions			
<a href="#">INV0009355</a>	Invoice	MISSIONSQUARE Employee Contributions			
<a href="#">INV0009356</a>	SEIU LOCAL 620 Invoice	Employee Union Dues Contribution	06/11/2026	251.92	108061
<a href="#">INV0009374</a>	ALEJANDRO MARTINEZ Invoice	PARK DEPOSIT REFUND	06/12/2026	100.00	108062
<a href="#">4/6/26</a>	ALICE WISSING Invoice	MINUTES FOR PLANNING COMMISSION METTING 4/6/26	06/12/2026	120.00	108063
<a href="#">32486</a>	ALL LANGUAGES INTERPRETING & TRANSLATING INC. Invoice	2 INTERPRETERS FOR CC MTGS 4/13/26, 4/27/26	06/12/2026	3,750.00	108064
<a href="#">32487</a>	Invoice	2 INTERPRETERS FOR CC MTGS 5/11/26, 5/26/26			
<a href="#">19GN-PD9G-P71H</a>	AMAZON CAPITAL SERVICES INC Invoice	SUPPLIES FOR HOST KIOSK	06/12/2026	2,239.69	108065
<a href="#">1DC9JRNT-FHNW</a>	Credit Memo	BOOK RETURNED			
<a href="#">1HYT-NYYX-PYDN</a>	Invoice	PAPERCLIPS FOR CITY HALL			
<a href="#">1J3T-YW7J-FPHW</a>	Invoice	POSTCARD HOLDER			
<a href="#">1KNC-VWRC-TX3Y</a>	Invoice	FOLDING TABLES FOR VETS HALL			
<a href="#">1LQH-JWPJ-TWDW</a>	Invoice	HEARING PROTECTION FOR PART-TIME MAINTENANCE STAFF			
<a href="#">1LRM-1D41-R1M6</a>	Invoice	FIRST AID SUPPLIES			
<a href="#">1NWK-XGXH-CCV4</a>	Invoice	SUPPLIES FOR OUTREACH			
<a href="#">1O3C-QQY7-T7NM</a>	Invoice	WOODEN CLOTH PINS FOR FIX-IT FAIR			
<a href="#">1TM4-VW4Y-GCL4</a>	Credit Memo	BOOK RETURNED			
<a href="#">1YXV-97WG-PXGL</a>	Invoice	SPORTS FIELD BULLETIN BOARDS			
<a href="#">143809</a>	ASEVA LLC Invoice	JUN26 PHONE SERVICES	06/12/2026	3,257.04	108066
<a href="#">05719754374</a>	AUTOZONE STORES LLC Invoice	TOOLS FOR TRUCK #420	06/12/2026	49.98	108067
<a href="#">591469</a>	CARPINTERIA VALLEY LUMBER CO Invoice	CONCRETE MIX FOR AVOCADO FARM	06/12/2026	98.97	108068
<a href="#">591473</a>	Invoice	CONCRETE FOR AVOCADO FARM			
<a href="#">592688</a>	Invoice	TOOLS FOR TRUCK AND MATERIALS FOR PAINTING			
<a href="#">803826</a>	COAST AUTO PARTS INC Invoice	BATTERY FOR TRUCK #420	06/12/2026	207.00	108069
<a href="#">63580</a>	COASTAL VIEW NEWS Invoice	ORDINANCE 797 AD 5/28/26	06/12/2026	700.00	108070
<a href="#">63581</a>	Invoice	NOTICE OF PUBLIC HEARING MID-CYCLE BUDGET 5/28/26			
<a href="#">63592</a>	Invoice	FIX-IT FAIR AD 5/4/26			
<a href="#">SPRINGSUPSOCO253</a>	COUNTY OF SANTA BARBARA HR DEPT Invoice	PUBLIC LEADERSHIP ACADEMY-D.HERNANDEZ & T.CUTBIRTH	06/12/2026	104.17	108071
<a href="#">JUN26 001 3011 022093901</a>	COX BUSINESS Invoice	JUN26 CITY HALL INTERNET-TV SERVICES	06/12/2026	779.90	108072
<a href="#">JUN26 001 3011 028030701</a>	Invoice	JUN26 POOL & GARDEN INTERNET- PHONE SERVICE			
<a href="#">193594</a>	DATA TICKET INC Invoice	APR26 COLLECTION SERVICES	06/12/2026	258.00	108073
<a href="#">INV0009375</a>	DON GRAGG Invoice	PROJECT CLOSEOUT	06/12/2026	8,056.06	108074
<a href="#">7738</a>	EASY LIFT TRANSPORTATION Invoice	JUN26 COMMUNITY TRANSPORTATION SERVICES	06/12/2026	1,000.00	108075

<a href="#">1462</a>	EMILY MERRILL Invoice	CITY PHOTOGRAPHY SHOOT	06/12/2026	2,500.00	108076
<a href="#">26347545</a> <a href="#">29800195</a> <a href="#">30165525</a> <a href="#">30179387</a>	EWING IRRIGATION PRODUCTS INC Invoice Invoice Invoice	IRRIGATION REPAIR & INSTALLATION AT SALT MARSH REPAIRS FOR VARIOUS PARKS FITTINGS FOR BACKFLOW AT AVOCADO FARM FITTINGS FOR BACKFLOW AT AVOCADO FARM	06/12/2026	3,400.34	108077
<a href="#">JUN26 0853</a> <a href="#">JUN26 1754</a> <a href="#">JUN26 3696</a> <a href="#">JUN26 4480</a> <a href="#">JUN26 4545</a> <a href="#">JUN26 5788</a> <a href="#">JUN26 6160</a> <a href="#">JUN26 7146</a> <a href="#">JUN26 9219</a> <a href="#">JUN26 9341</a>	FIRST NATIONAL BANK OF OMAHA Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	CREDIT CARD PAYMENT - JG CREDIT CARD PAYMENT - EC CREDIT CARD PAYMENT - LM CREDIT CARD PAYMENT - NB CREDIT CARD PAYMENT - BB CREDIT CARD PAYMENT - RK CREDIT CARD PAYMENT - JI CREDIT CARD PAYMENT - VC CREDIT CARD PAYMENT - TI CREDIT CARD PAYMENT - MR	06/12/2026	11,868.51	108078
<a href="#">150051418</a>	GRACENOTE Invoice	JUN26 LISTING DISTRIBUTION SERVICES-GATV	06/12/2026	80.26	108079
<a href="#">SIN063650</a>	HDL SOFTWARE LLC Invoice	APR26 NEW ACCOUNTS PROCESSED. STR LICENSES	06/12/2026	6,713.33	108080
<a href="#">APR26 6035 3225 0552 1587</a>	HOME DEPOT CREDIT SERVICES Invoice	APR26 CREDIT CARD PAYMENT	06/12/2026	3,472.13	108081
<a href="#">E 42897</a>	ID WORKS LLC Invoice	SHIRTS AND HATS FOR EMPLOYEES	06/12/2026	249.09	108082
<a href="#">INV0009376</a>	JULIA STRICKLAND Invoice	PROJECT CLOSEOUT	06/12/2026	1,011.31	108083
<a href="#">1</a>	KATELYN CARANO Invoice	SUMMER READING PROGRAM EVENT 7/11/26	06/12/2026	275.00	108084
<a href="#">INV0062</a>	MICHAEL LAZARO DBA CARPINTERIA EVENTS Invoice	2026 JUNE 27 EVENT	06/12/2026	8,500.00	108085
<a href="#">INV0009377</a>	MICHAEL STROH Invoice	PROJECT CLOSEOUT	06/12/2026	22,438.35	108086
<a href="#">INV0009378</a>	NATHAN WOOD Invoice	PROJECT CLOSEOUT	06/12/2026	1,729.05	108087
<a href="#">INV0009388</a>	NEW BEGINNINGS COUNSELING CENTER Invoice	APR27 SAFE PARKING PROGRAM	06/12/2026	2,058.39	108088
<a href="#">INV0009372</a>	NOAH ALVARA Invoice	REPLENISH PETTY CASH	06/12/2026	139.89	108089
<a href="#">4693164440001</a> <a href="#">469434109001</a>	ODP BUSINESS SOLUTIONS LLC Invoice Invoice	ENVELOPES FOR CITY HALL BUSINESS CARDS	06/12/2026	800.06	108090
<a href="#">403809</a>	POLICORE INC. Invoice	IT SERVICES-POOL MAY26	06/12/2026	675.00	108091
<a href="#">MAY26 7900 0440 8110 0954</a>	QUADIENT FINANCE USA INC Invoice	POSTAGE FOR CITY HALL 5/13/26	06/12/2026	500.00	108092
<a href="#">INV0009379</a> <a href="#">INV0009380</a>	ROSALINDA SANCHEZ Invoice Invoice	PARK DEPOSIT RETURN RENTAL FEE RETURNED	06/12/2026	145.00	108093
<a href="#">22878</a>	SCIENCE HEROES Invoice	SUMMER READING PROGRAM EVENT	06/12/2026	425.00	108094
<a href="#">INV0009381</a>	SCOTT MENZEL Invoice	PROJECT CLOSEOUT	06/12/2026	743.31	108095
<a href="#">INV0009373</a>	SHAWN MCMASTER Invoice	PERFORMANCE FOR LIBRARY PROGRAM 6/22/26 MAGIC	06/12/2026	425.00	108096
<a href="#">166035706-01</a> <a href="#">166098649-001</a>	SITEONE LANDSCAPE SUPPLY (ALL AROUND) Invoice Invoice	FITTINGS FOR BACKFLOW AT AVOCADO FARM FITTINGS FOR BACKFLOW AT AVOCADO FARM	06/12/2026	24.34	108097
<a href="#">S4363833.001</a>	SMARDAN HATCHER COMPANY Invoice	FITTINGS FOR BACKFLOW AT AVOCADO FARM	06/12/2026	339.48	108098
<a href="#">MAY26 700604790697</a>	SO CA EDISON Invoice	MAY26 ELECTRICTY-CAPP AV/CSTS PAS 609	06/12/2026	58.08	108099
<a href="#">MAY26 006 514 2700 7</a> <a href="#">MAY26 014 914 3239 7</a> <a href="#">MAY26 016 913 9500 6</a> <a href="#">MAY26 140 914 3084 4</a>	SO CAL GAS Invoice Invoice Invoice Invoice	NATURAL GAS 5305 CARPINTERIA AVE (POOL) NATURAL GAS 5103 CARPINTERIA AVE (FRIENDS OF THE L NATURAL GAS 5775 CARPINTERIA AVE (CITY HALL) NATURAL GAS 941 WALNUT AVE (VETS HALL)	06/12/2026	2,339.33	108100

<a href="#">239</a>	SOLID WASTE SOLUTIONS INC Invoice	MAY26 SOLIDWASTE PROFESSIONAL SERVICES	06/12/2026	1,870.35	108101
<a href="#">91887</a>	THE WHARF Invoice	SAFETY BOOTSand SOCKS R.LOPEZ	06/12/2026	217.60	108102
<a href="#">20102</a>	TORO ENTERPRISES INC Invoice	MAY26 LINDEN AVE IMPROVEMENTS PROJECT	06/12/2026	10,730.01	108103
<a href="#">241390</a>	TRI-CO REPROGRAPHICS Invoice	SCANNING. SMALL FORMAT 5/22/26	06/12/2026	157.91	108104
<a href="#">INV0009382</a>	VERNON L MCCASLIN JR Invoice	PROJECT CLOSEOUT	06/12/2026	8,153.31	108105
<a href="#">52699</a>	VILLAGE POOL SUPPLY Invoice	CLORINE.ACID FOR COMMUNITY POOL 5/28/26	06/12/2026	554.99	108106
<a href="#">94602310</a> <a href="#">96273233</a>	WESTERN EXTERMINATOR COMPANY Invoice Invoice	APR26 PEST CONTROL VETS HALL 4/29/26 MAY26 PEST CONTROL VETS HALL 5/21/26	06/12/2026	206.88	108107
<a href="#">112616727</a>	WEX BANK (CHEVRON) Invoice	MAY26 FUEL FOR CITY VEHICLES	06/12/2026	2,773.72	108108
<a href="#">010-65975</a> <a href="#">010-65976</a> <a href="#">010-65977</a> <a href="#">010-65978</a>	WILLDAN FINANCIAL SERVICES Invoice Invoice Invoice Invoice	FY25/26 BERM FORMATION ASSESSMENT FY25/26 LANDSCAPE FORMATION ASSESSMENT PARK MAINTENANCE ASSESSMENT DISTRICT RIGHT OF WAY DISTRICT AUDIT	06/12/2026	23,875.00	108109
<a href="#">30000074</a>	ZWORLD GIS Invoice	APR26 MAPPING/GIS SERVICES	06/12/2026	3,200.00	108110
<a href="#">100000018303608</a>	CalPERS HEALTH Invoice	JUN26 HEALTH PREMIUMS	06/04/2026	9,537.88	DFT0003693
<a href="#">100000018303606</a>	CalPERS HEALTH Invoice	JUN26 HEALTH PREMIUMS	06/04/2026	62,906.93	DFT0003694
<a href="#">112219739</a>	WEX BANK (76) Invoice	APR26 FUEL FOR CITY VEHICLES	06/02/2026	332.23	DFT0003695
<a href="#">112915004</a>	WEX BANK (76) Invoice	JUN26 FUEL FOR CITY VEHICLES	06/03/2026	376.08	DFT0003696
<a href="#">PR12 6/11/26</a>	EDD-SDI Invoice	PR12 6/11/26 EDD SDI TAX DEPOSIT	06/11/2026	2,777.50	DFT0003702
<a href="#">PR12 6/11/26</a>	EDD-SIT Invoice	PR12 6/11/26 EDD PIT TAX DEPOSIT	06/11/2026	7,851.29	DFT0003703
<a href="#">PR12 6/11/26</a>	INTERNAL REVENUE SERVICE Invoice	PR12 6/11/26 FEDERAL TAX DEPOSIT	06/11/2026	24,395.46	DFT0003704
<a href="#">5/23/26-6/5/26 CLASSIC</a>	CalPERS Invoice	CALPERS CLASSIC CONTRIBUTIONS 5/23/26-6/5/26	06/11/2026	13,357.38	DFT0003705
<a href="#">5/23/26-6/5/26 PEPPRA</a>	CalPERS Invoice	CALPERS PEPPRA CONTRIBUTIONS 5/23/26-6/5/26	06/11/2026	17,588.01	DFT0003706



# City of Carpinteria

---

## COUNCIL AGENDA STAFF REPORT

### **ITEM FOR COUNCIL CONSIDERATION**

Contracts Executed by the City Manager on behalf of the City for the Period of May 5, 2026, through June 1, 2026.

### **STAFF RECOMMENDATION**

Receive and file the Report of Contracts Executed by the City Manager for the Period of May 5, 2026, through June 1, 2026.

### **DISCUSSION**

The City Manager is delegated authority by the Carpinteria Municipal Code (CMC) §2.08.150(B) to execute contracts on behalf of the City of Carpinteria (City) in the amount of \$50,000 or less in expenditure, as well as \$100,000 or less in grant funding, where the amount of such contract is within a budgeted appropriation and does not require an additional match of City funds. Pursuant to CMC §2.08.150(C), a list of all contracts executed by the City Manager is provided for City Council information and included as Attachment A.

Attachment A lists all contracts entered into on behalf of the City for goods, construction, and services for the Period of May 5, 2026, through June 1, 2026.

### **FINANCIAL CONSIDERATIONS**

All contracts entered into are within the appropriated budget amounts.

### **ATTACHMENTS**

- A. Report of Contracts Executed by the City Manager

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

Reviewed by: Michael Ramirez, City Manager  
(805) 755-4450; [michaelr@carpinteriaca.gov](mailto:michaelr@carpinteriaca.gov)



---

Signature



---

Signature

ATTACHMENT A

Report of Contracts Executed by the City Manager  
 Period of May 5, 2026, through June 1, 2026

VENDOR	AMOUNT	PURPOSE
Showscales	\$44,500.00	Landscape Maintenance Services
Penelope's Sno Balls	Concessionaire to pay City \$2,300 plus one-half of gross proceeds received by Concessionaire from any City Parks and Recreation Department sponsored special events that Concessionaire sells food	Food Vending and Concessionaire Services at the end of Linden Avenue at City Beach
White Caps Properties, LLC	(100,000.00)	Settlement Agreement regarding 160 Ash Avenue and White Caps Properties operating seven short term rentals without the required licenses



# City of Carpinteria

---

## COUNCIL AGENDA STAFF REPORT

### **ITEM FOR COUNCIL CONSIDERATION**

Adoption of Resolution No. 6484, approving a Capital Asset Policy.

### **STAFF RECOMMENDATION**

Adopt Resolution No. 6484, approving the Capital Asset Policy.

Sample Motion: I move to adopt Resolution No. 6484, as read by title only.

### **BACKGROUND**

The policy is being presented at this time as part of the City's ongoing efforts to strengthen financial management practices, formalize and document existing procedures, enhance internal controls, and maintain compliance with evolving governmental accounting standards. As accounting requirements have become increasingly complex and capital asset categories have expanded, the need for a comprehensive and consolidated policy framework has become more important. Accordingly, the policy is designed to align the City's practices with Generally Accepted Accounting Principles (GAAP) and applicable Governmental Accounting Standards Board (GASB) statements, including GASB Statements No. 34, 51, 87, 96, and 104, which require governments to report capital assets in government-wide financial statements and, in certain cases, within proprietary fund statements.

The proposed Capital Asset Accounting and Management Policy establishes comprehensive and consistent standards for defining, recording, tracking, depreciating, and reporting the City's long-term capital assets. Capital assets represent a significant public investment, and proper accounting is essential to ensure transparency, accountability, and long-term stewardship. The proposed Capital Asset Policy is provided in Attachment A.

Historically, capital asset accounting practices have evolved as accounting standards and asset types have expanded, particularly in areas such as intangible assets, leased assets, and subscription-based information technology arrangements. This policy consolidates current requirements and best practices into a single framework, clarifies departmental responsibilities, establishes capitalization thresholds and useful life ranges, and formalizes inventory, depreciation, and disposal procedures.

Adoption of this policy will strengthen internal controls, improve the accuracy of financial reporting, and support effective long-term capital planning.

The City Council Finance/Budget Committee reviewed the draft Capital Asset Policy at its June 16, 2026, meeting and recommended that the item be forwarded to the City Council for consideration and approval.

## **DISCUSSION**

### **Scope and Purpose**

The policy provides clear guidance for determining whether expenditures should be capitalized or expensed, how assets are valued, and how they are tracked throughout their lifecycle. Capital assets are defined as tangible or intangible assets with a useful life extending beyond one fiscal period. The policy applies to all City departments and all asset classes, including land, buildings, infrastructure, equipment, intangible assets, and right-to-use lease and subscription assets.

### **Roles and Responsibilities**

The Finance Department is responsible for the accounting and reporting of capital assets, including ensuring completeness and accuracy through review of purchase records, internal charges, inventories, and consultant reports as needed. Department Heads retain primary responsibility for safeguarding assets under their control and for promptly notifying Finance of asset transfers, disposals, losses, or impairments.

### **Valuation and Capitalization**

Assets are recorded at historical cost, including ancillary costs necessary to place the asset into service. When historical cost is not determinable, estimated cost at the time of acquisition is used. Donated assets and similar items are reported at acquisition value. The policy establishes capitalization thresholds by asset class and clarifies that thresholds apply to individual units rather than aggregated purchases.

### **Asset Classes and Depreciation**

The policy identifies major asset categories and assigns capitalization thresholds and estimated useful life ranges based on industry norms and historical experience. Depreciation is calculated using the straight-line method, except for infrastructure reported under the modified approach, such as the maintained streets pavement subsystem, which is not depreciated in accordance with GASB guidance.

### **Inventory and Asset Replacement**

A periodic physical inventory process is established, consistent with Government Finance Officers Association (GFOA) best practices, requiring verification at least once every five

years. The policy also provides a methodology for removing replaced infrastructure assets when original asset records cannot be uniquely identified, ensuring accurate net asset valuation.

### Disposal and Reporting

Asset disposal procedures are governed by Municipal Code Chapter 3.32 and include documentation requirements and City Council approval for real property over \$100,000. These requirements promote transparency, accountability, and appropriate public oversight. Capital asset activity is summarized and reported annually in the City's Annual Comprehensive Financial Report (ACFR).

### **POLICY CONSISTENCY**

The proposed policy is consistent with:

- Generally Accepted Accounting Principles (GAAP)
- Governmental Accounting Standards Board (GASB) requirements, including GASB 34 (basic financial statements), GASB 51 (intangible assets), GASB 87 (leases), and GASB 96 (subscription-based IT arrangements)
- Government Finance Officers Association (GFOA) best practices related to asset management and inventory control

The policy also supports broader City objectives related to financial transparency, internal control, and long-term capital planning. It complements existing purchasing, budgeting, and financial reporting policies by clearly defining how capital expenditures are accounted for once acquired.

### **FINANCIAL CONSIDERATIONS**

Adoption of this policy does not, in itself, result in a direct fiscal impact or require new appropriations. However, it enhances the City's ability to:

- Accurately report capital assets and depreciation in the ACFR.
- Facilitate external audits and reduce the risk of audit findings.
- Improve long-term capital planning and replacement forecasting
- Strengthen internal controls over high-value public assets.

Over time, improved asset data may inform future budgetary decisions related to maintenance, replacement, and infrastructure investment.

### **LEGAL AND RISK MANAGEMENT CONSIDERATIONS**

From a legal and risk management perspective, the policy reduces exposure by ensuring compliance with mandatory accounting standards and reinforcing accountability for public

assets. Clear documentation, inventory controls, and disposal procedures help mitigate the risk of asset loss, theft, or misstatement in financial reports.

Adherence to GASB standards also reduces the risk of audit findings, regulatory noncompliance, or reputational harm associated with inaccurate or incomplete financial disclosures. Requiring City Council approval for disposal of real property over \$100,000 further ensures transparency, accountability, and proper governance.

**OPTIONS**

1. Adopt Resolution No. 6484, approving the Capital Asset Policy.
2. Decline to adopt Resolution No. 6484 and direct staff as appropriate.

**PRINCIPAL PARTIES EXPECTED AT MEETING**

None.

**ATTACHMENTS**

A: Resolution No. 6484 – Capital Asset Policy

Staff contact:  
Pam Greer, Finance Manager  
[pamg@carpinteriaca.gov](mailto:pamg@carpinteriaca.gov); (805) 880-34069



Signature

Licette Maldonado, Administrative Services Director  
[licettem@carpinteriaca.gov](mailto:licettem@carpinteriaca.gov); (805) 755-4448



Signature

Reviewed by: Ryan Kintz, Assistant City Manager  
[ryank@carpinteriaca.gov](mailto:ryank@carpinteriaca.gov); (805) 755-4400



Signature

Reviewed by: Michael Ramirez, City Manager  
[michaelr@carpinteriaca.gov](mailto:michaelr@carpinteriaca.gov); (805) 755-4400



Signature

**ATTACHMENT A**

**Resolution No. 6484 – Capital Asset Policy**

**RESOLUTION NO. 6484**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, ADOPTING THE CITY COUNCIL POLICY TITLED "CAPITAL ASSET POLICY" (POLICY NO. P-2026CC-003-000)**

**WHEREAS**, the adoption of this policy will promote standards and procedures to ensure consistent identification, tracking, and reporting long-term capital assets, operational efficiency, transparency, and compliance with generally accepted accounting principles and governmental accountings standard board; and

**WHEREAS**, in accordance with the City of Carpinteria Policy on Policies, the proposed policy meets the criteria for a City Council Approved Policy and therefore requires adoption by resolution.

**WHEREAS**, City staff have reviewed the proposed policy and determined that adoption of the policy will support consistent and transparent administration of City operations.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Carpinteria as follows:

**SECTION 1. ADOPTION OF POLICY.**

The City Council hereby formally adopts the Council Policy titled "Capital Asset Policy" (Policy No. P-2026CC-003-000, attached as **Exhibit A**.

The City Clerk is hereby directed to mark the above-noted policy as "REPEALED" in the City's official policy index. The City Clerk shall update the City's official policy repository to reflect that the policy has been repealed.

**SECTION 2. EFFECTIVE DATE.**

This Resolution shall take effect immediately upon its passage and adoption.

**PASSED, APPROVED AND ADOPTED** on this 22nd day of June, 2026, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

\_\_\_\_\_  
Mayor, City of Carpinteria

ATTEST:

\_\_\_\_\_  
Brian C. Barrett, MMC, 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 June 22, 2026.

\_\_\_\_\_  
Brian C. Barrett, MMC, 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 A to Resolution No. 6484**

**Capital Asset Policy**



**CITY OF CARPINTERIA  
CITY POLICY**

**CAPITAL ASSET POLICY**

<b>Effective Date*:</b>	June 22, 2026	<b>Originating Dept:</b>	Admin. Services Dept
<b>Supersedes:</b>	[Insert Previous Policy Name/Policy Number, or "N/A" if new.]		
<b>Next Review Date</b>	<input type="checkbox"/> City Manager Approved Policy <input type="checkbox"/> City Council Approved Policy		

\* City Clerk to complete Policy Number and Effective Date

**TABLE OF CONTENTS**

PURPOSE OF POLICY:..... 2

SCOPE:..... 2

CAPITAL ASSET DEFINITIONS:..... 2

    Land..... 3

    Intangible Assets ..... 3

    Construction in Progress..... 3

    Buildings..... 3

    Improvements other than buildings ..... 3

    Machinery and equipment ..... 3

    Right to use leased asset..... 4

    Right to use subscription-based asset ..... 4

    Infrastructure Assets ..... 4

    Federal or Grant Funded Assets..... 4

POLICY STATEMENT ..... 4

PROCEDURES..... 5

    Governmental Accounting Standards Board guidance relevant to capital assets ..... 5

    General Valuation Basis..... 6

    Capitalization Threshold ..... 7

    Asset Replacement..... 8

Acceptance of Public Improvements ..... 8  
Costs after Acquisition ..... 8  
Inventory Process..... 9  
Depreciation Method for Capital Assets ..... 9  
Disposal of Assets..... 10  
Donating City General Surplus ..... 10  
Financial Reporting ..... 10  
RESPONSIBILITIES ..... 10  
RELATED FORMS, ATTACHMENTS & INFORMATION ..... 11  
CONTACT / DEPARTMENT RESPONSIBLE..... 11  
ASSET FORM A: NEW ASSET INFORMATION FORM ..... 12  
ASSET FORM B: MINOR ASSET / INVENTORY TRACKING LOG ..... 13  
ASSET FORM C: ASSET TRANSFER / RETIREMENT FORM..... 14

**PURPOSE OF POLICY:**

This policy establishes the City of Carpinteria’s (City) asset capitalization standards and procedures to ensure consistent identification, tracking, and reporting of long-term capital assets. It supports accurate financial reporting, safeguards public resources, and promotes transparent and accountable stewardship of City-owned assets.

By defining capitalization thresholds, useful life standards, and procedures for recording and disposal, this policy enables reliable financial statements, supports long-term planning and budgeting, and ensures readiness for audit and regulatory review.

The City’s capital asset practices align with the requirements of the Governmental Accounting Standards Board (GASB) and follow best practices established by the Government Finance Officers Association (GFOA).

**SCOPE:**

This policy applies to all City departments and all asset classes, including land, construction in progress, buildings, building improvements, improvements other than buildings, infrastructure, machinery and equipment, intangible assets (such as software), right-to-use lease and subscription assets, and vehicles.

**CAPITAL ASSET DEFINITIONS:**

Capital assets are major assets that have an initial useful life that extends beyond a single fiscal year. Capital assets may be either intangible (e.g., easements and software) or tangible (e.g., land, construction in progress, buildings, building improvements, improvements other than buildings, machinery and equipment, and infrastructure).

**Land** – Land is always capitalized as a separate capital asset in its own right. Land includes the investment in real property, including parcels, easements, and right-of-way. The amount capitalized as land should include any land preparation costs that will have an indefinite useful life. Land normally is not depreciated because it has an indefinite useful life.

**Intangible Assets** – GASB Statement #51 defines intangible assets as assets that are identifiable and possess all of the following characteristics: lack of physical substance, nonfinancial nature (not in monetary form like cash or investment securities), and initial useful life extending beyond a single reporting period. It requires us to record and report intangible assets such as easements, land use rights (i.e., water rights, timber rights, and mineral rights), patents, trademarks, and copyrights. In addition, computer software that is purchased, licensed, or internally generated (including websites), as well as outlays associated with an internally generated modification of computer software. The capitalization threshold for intangible assets will be set at \$10,000, with an estimated useful life between 2 and 20 years.

**Construction in Progress** – Records the costs directly associated with constructing a capital asset. Once the asset is placed in service, all costs are shifted into the appropriate capital asset account. Costs in the construction in progress account are not depreciated until the asset is placed in service.

**Buildings** – Buildings are an asset class used to account for permanent (non-moveable) structures. The amount reported should include any costs incurred to increase the service utility of a building or to extend its total estimated useful life (improvements or betterments). The amount should also include restoration costs incurred as a result of capital asset impairment.

**Improvements other than buildings** – These are permanent (non-moveable) improvements to land that have a limited useful life (land improvements). Examples include fences, retaining walls, parking lots, and most landscaping.

**Machinery and equipment** – Accounts for movable items. Examples include vehicles, heavy equipment, and machinery used in City operations. Some examples include Secondary Roads equipment and vehicles.

**Right to use leased asset** – A contract that conveys control of the right to use another entity’s nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction.

**Right to use subscription-based asset** – A Subscription-Based Information Technology Arrangement (SBITA), as defined by GASB Statement #96, is a contract that grants the City the right to use another party’s IT software, either alone or with tangible assets, for a specified period. This right to use is obtained through an exchange or exchange-like transaction. GASB Statement #96 requires governments to recognize a right-to-use subscription asset and a corresponding subscription liability on their balance sheets for SBITAs.

**Infrastructure Assets** – Long-lived capital assets that are stationary in nature and can be preserved for a significantly greater number of years than most capital assets. Examples of infrastructure assets include roads, bridges, drainage systems, water and sewer systems, and lighting systems.

**Federal or Grant Funded Assets** – Assets acquired via federal funding are subject to *Title 2, Code of Federal Regulations (CFR), Section 200.313 – Property Standards*. The current threshold under this policy is \$10,000, and inventory is required at least every two years.

**POLICY STATEMENT:**

Capital asset accounting serves a variety of purposes to the City, some of the more important reasons being:

1. To ensure residents and their elected representatives have adequate assurance that City capital assets are properly controlled and appropriately used.
2. To fulfill the City’s fiduciary responsibility to establish internal controls and procedures that protect capital assets from loss, theft, and unauthorized use.
3. To substantiate valuations of capital assets in accordance with Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB), for the purpose of accurate financial reporting and audit compliance.
4. To assign responsibility for the custody and proper use of specific assets to City departments, ensuring clear accountability throughout the asset lifecycle.
5. To establish internal controls and procedures that protect capital assets from loss, theft, unauthorized use, and misappropriation.
6. To assist in the formulation of acquisition, maintenance, and retirement policies through the accumulation of data, including original cost, useful life, condition, and depreciation.

7. To support capital improvement planning and long-term budget forecasting by maintaining accurate records of asset age, condition, and remaining useful life, enabling timely replacement and funding decisions.
8. To ensure compliance with federal and state grant requirements, including asset tracking, reporting, and stewardship obligations under applicable regulations such as 2 CFR Part 200 (Uniform Guidance).

In accordance with Governmental Accounting Standards Board (GASB) Statement 34, governments are required to provide basic financial statements that include both government-wide and fund financial statements. While capital assets are not reported as assets within individual governmental funds, they are reported as part of the governmental activities in the government-wide statements. The City of Carpinteria does not operate any enterprise funds, all references to enterprise funds have been removed from this Capital Asset Policy.

Grantor agencies generally permit the acquisition of non-expendable equipment with project funds, provided the equipment is required to perform the project. The City must identify who owns the equipment, which is addressed in the sponsor’s guidelines and/or in the property clause of the agreement. It is the responsibility of the primary department receiving the grant to ascertain the specific requirements of the award before ordering equipment. Capitalization will follow the grantor requirements when present.

**PROCEDURES:**

**Governmental Accounting Standards Board guidance relevant to capital assets**

GASB Statement	Title	Summary
Statement No. 33	<i>Accounting and Financial Reporting for Non-exchange Transactions</i>	Establishes accounting and reporting standards for non-exchange transactions, including donated capital assets.
Statement No. 34	<i>Basic Financial Statements— and Management's Discussion and Analysis—for State and Local Governments</i>	Introduced comprehensive financial reporting requirements, including the reporting of infrastructure assets and related depreciation.
Statement No. 42	<i>Accounting and Financial Reporting for Impairment of Capital Assets and for Insurance Recoveries</i>	Establishes standards for reporting the impairment of capital assets and related insurance recoveries.
Statement No. 51	<i>Accounting and Financial Reporting for</i>	Guides on identifying, accounting for, and reporting intangible assets,

	<i>Intangible Assets</i>	including internally generated intangible assets.
Statement No. 83	<i>Certain Asset Retirement Obligations (AROs)</i>	Establishes guidance for recognizing liabilities related to legally enforceable asset retirement obligations (e.g., decommissioning costs for certain capital assets).
Statement No. 87	<i>Leases</i>	Establishes a single model for lease accounting based on the principle that leases are financings of the right to use an underlying asset.
Statement No. 89	<i>Accounting for Interest Cost Incurred before the End of a Construction Period</i>	Eliminates the requirement to capitalize interest costs incurred during the construction of a capital asset. Instead, interest costs should be recognized as an expense in the period incurred.
Statement No. 96	<i>Subscription-Based Information Technology Arrangements</i>	Guides the accounting and financial reporting for subscription-based information technology arrangements (SBITA).
Statement No. 104 (effective fiscal year starting July 1, 2025)	<i>Disclosure of Certain Capital Assets</i>	Establishes requirements for disclosing certain types of capital assets separately in the notes to financial statements, including lease assets, intangible right-to-use assets, and subscription assets.
Implementation Guide 2021-1	<i>Bulk Purchases and Aggregation of Capital Assets</i>	Guides how governments can treat a group of assets as a single capital asset (e.g., bulk purchases of similar assets like laptops, office furniture, or vehicles).

Additional guidance is obtained from *GFOA's Accounting for Capital Assets: A Guide for State & Local Governments, 2nd edition, edited by Michele Mark Levine and Todd Buikema.*

### General Valuation Basis

Capital assets should be accounted for at historical cost, or if cost is not practically determinable, an estimated cost at the time of acquisition should be used. The cost of the capital asset should include all ancillary charges necessary to place the asset into its intended location and condition for use. Ancillary charges include costs that are directly attributable to asset acquisition, such as freight and transportation charges, site preparation costs, and professional fees. Donated assets, donated works of art and similar items, and capital assets received in a service concession arrangement should be reported at acquisition value.

Accounting and reporting of capital assets is assigned to the Administrative Services Department. Completeness and accuracy shall be ensured through review of purchase records, internal engineering consulting charges, and listings compiled by staff or appraisal or engineering consultants, and other methods deemed necessary.

Department Heads have primary responsibility for safeguarding capital assets and other inventories under their control. This responsibility includes communicating to the Administrative Services Department any dispositions (transfers, sales, loss, etc.) of capital assets or other inventories controlled or owned by the department. See Municipal Code Chapter 3.32 for more detail on disposals.

The decision as to whether an expenditure should be capitalized should begin with an evaluation of engineering, physical change, or other relevant factors apart from cost.

For projects having elements of both maintenance and betterment, the relative cost of each should be determined, and the entire project treated according to the predominant component. Separate treatment may be required, at the discretion of the Administrative Services Department, for projects having individually significant maintenance and betterment components.

Maintenance costs are to be expensed rather than capitalized. Trade-in value, if any, will be deducted from the asset cost. Additionally, if the asset traded was not fully depreciated, the ending book value will be added to the cash paid to determine the capitalized cost of the new asset. A trade-in can be defined as exchanging an existing asset as part of an agreement to acquire a new asset.

**Capitalization Threshold**

Capitalization thresholds for capitalizing assets have been established for each major class of assets with a useful life of greater than five years.

The capitalization threshold is applied to individual units of capital assets. For example, a purchase of 50 monitors at \$200 each will total \$10,000, which should not be capitalized, although the total purchase is over the threshold of \$10,000. This type of asset purchase will be categorized as inventory for information purposes only, and costs are expensed as incurred. Bulk purchases of items are capitalized if the total purchase cost is substantial. For the City of Carpinteria, a substantial bulk purchase is set to align with the City Council approval limit of over \$50,000 or more.

Major Classification	Threshold	Useful Life
Land	Capitalize All	Indefinite
Construction in Progress	Capitalize All	Until placed in service
Buildings	Capitalize All	15 - 40 yrs
Building Improvements	\$100,000	15 - 40 yrs
Improvements Other Than Buildings	\$10,000	10 - 40 yrs

Machinery & Equipment	\$10,000	2 – 10 yrs
Software (excluding SBITA)	\$50,000	2 – 10 yrs
Infrastructure (except for the maintained streets pavement subsystem)*	\$100,000	20 – 65 yrs
Vehicle	Capitalize All	5 – 10 yrs
Lease and subscription assets	\$10,000	Shorter of the term of the agreement or the life of the asset

\* The City has networks of infrastructure assets such as roads, bridges, traffic signals, and drainage systems. The street pavement subsystem of the road network is reported using the modified approach; accordingly, depreciation is not reported for this subsystem, and all costs, except for betterments and major improvements made to the subsystem, are expensed rather than capitalized.

### Asset Replacement

As the City begins to see the effects of aging infrastructure, assets are now being replaced. The challenge lies in the removal of the original asset from the inventory, since there is no way in many cases to identify that asset as a single unique record in the inventory. The following methodology may be used to record the removal of replaced assets:

- Enter the new asset using procedures for adding new assets.
- Estimate the year in which the asset was originally constructed (if not known).
- Using the original cost of an asset in that year and the quantity of the replacement asset, determine the estimated original cost.
- Enter a new asset to offset the portion of the asset being replaced by using a negative quantity and value (including accumulated depreciation) and identify this asset as taken out of service. This will provide a net total inventory valuation that reflects the subtraction of the value of the removed asset and the additional value of the new asset.

### Acceptance of Public Improvements

Infrastructure assets are donated to the City at the time of acceptance of a developer’s construction project. The City’s inspection department completes the Infrastructure Asset Data Entry Form (Appendix A) with the required data and forwards the form to the Administrative Services Department to enter into the City’s financial information system.

### Costs after Acquisition

Major expenditures that increase future benefits from an existing capital asset beyond its previously assessed standard of performance shall be capitalized. After a capital asset has been placed into service, subsequent expenditures are capitalized if they meet the asset's class threshold and:

1. Extend the estimated life or increase the value or capacity of the asset as per established thresholds defined in this policy, or
2. Increase the future service potential (capacity or efficiency) of the asset

The capital asset threshold is currently \$10,000. Items costing between \$1,000 and less than \$10,000 may be added to the financial system for tracking purposes; these would have a zero value for reporting purposes. Items costing less than \$1,000 (such as electronic equipment, cameras, and other small yet attractive items) are tracked by departments on a Minor Asset / Inventory Tracking Log (Asset Form B). If an asset, such as a building, is treated as one single asset containing several individual components with significantly shorter useful lives, such as an HVAC, the component being replaced is treated as an integral part of the larger capital asset, and subsequent replacements of components are treated as repairs.

### **Inventory Process**

While GASB does not set a specific interval for physical inventories, it is considered best practice for governments to conduct them periodically. The exact frequency should be determined based on the entity's specific circumstances and asset management policies. In accordance with GFOA best practice, an inventory is performed at least every five years. As departments are responsible for maintaining inventory listings, the inventory process may be performed by selecting various departments for testing over the course of five years. The City of Carpinteria will request an inventory update on an annual basis. The departments are sent a listing of assets from the financial system, and are instructed to verify that each asset is still in existence.

Assets acquired after the report date are added to the listing by the department during their physical observations. Once the physical inventory is completed, the Administrative Services Department reviews the listing and makes appropriate adjustments as needed.

### **Depreciation Method for Capital Assets**

Depreciation is the process of allocating the cost of depreciable capital assets over a period of time, rather than recording the entire cost as an expense in the year of acquisition. This process recognizes an asset's periodic cost of use and declining usefulness over time. Land, certain land improvements, and certain works of art and historical treasures are inexhaustible and are therefore not depreciated.

As a matter of policy, the City has elected to adopt the straight-line method of depreciation.

Unless clear evidence indicates that the expected consumption of an asset will be significantly greater in the early portions than in the later portions of its useful life, the straight-line method of depreciation is applied as follows:

$$\text{Asset Cost Estimated} \div \text{Useful Life in Years} = \text{Annual Depreciation Expense}$$

Useful life should approximate the time an asset will provide service to the city. Capital assets that become fully depreciated and are still in use must remain in the financial capital accounts and be identified within the capital asset system until they are disposed.

### **Disposal of Assets**

Capital assets that are no longer needed for public use, have reached the end of their useful life, become obsolete, or are otherwise determined to be surplus shall be disposed of in accordance with Chapter 3.32 of the Carpinteria Municipal Code. Department Directors shall identify and report surplus personal property to the City Manager or designee for evaluation and disposition. Pursuant to Chapter 3.32, the City Manager is authorized to transfer, sell, trade, recycle, or otherwise dispose of surplus personal property, provided that assets with an estimated value greater than \$100,000 shall be disposed of as directed by resolution of the City Council. The Administrative Services Department shall record the retirement of disposed assets in the City's financial records and maintain disposal records in accordance with Municipal Code requirements and applicable records retention policies.

### **Donating City General Surplus**

Donations of General Surplus property to local non-profits shall be at the sole discretion of the City Manager, considering the thresholds listed and exceptions as stated in the Carpinteria Municipal Code Chapter 3.32.

### **Financial Reporting**

The total value of assets is reported in the Annual Comprehensive Financial Report (ACFR) as prepared by the Administrative Services Department. The value of assets, reported by function, shall include the beginning value, a summary of additions, a summary of decreases, a summary of transfers, and an ending value for the fiscal year being reported.

### **RESPONSIBILITIES:**

Each department is responsible for coding invoices correctly, completing the correct Asset Form for applicable purchases, and submitting all required documentation to the Administrative Services Department for asset tracking, inventory management, and financial reporting purposes.

- Department Director
- Supervisors / Managers
- Employees / Other parties

**RELATED FORMS, ATTACHMENTS & INFORMATION:**

The following forms support the implementation of this policy and are included as attachments:

- Asset Form A:** New Asset Information Form
- Asset Form B:** Minor Asset / Inventory Tracking Log
- Asset Form C:** Asset Transfer / Retirement Form

**CONTACT / DEPARTMENT RESPONSIBLE**

Administrative Services Department

**APPROVAL**

City Manager \_\_\_\_\_ Date \_\_\_\_\_

(For City Manager-approved policies)

OR

City Council Approval

Resolution No. \_\_\_\_\_

Adopted: \_\_\_\_\_

(Delete the City Manager signature line when policy is Council-approved.)

Attachment 1

**ASSET FORM A: NEW ASSET INFORMATION FORM**

<b>NEW ASSET INFORMATION FORM</b>	
<b>ASSET DESCRIPTION:</b>	_____
	_____
	_____
	_____
<b>DEPARTMENT:</b>	<u>Choose your department</u>
<b>If Public Works:</b>	Choose an item. _____
<b>QUANTITY:</b>	<u>1</u> <b>Estimated Fair Market Value (Total Costs):</b> _____
<b>Original Funding Sources:</b>	<u>Other, enter fund number.</u>
	_____
<b>Account coded to:</b>	_____
	_____
<b>Prepared By (Name and Date):</b>	_____
	_____

**Attachment 2**

**ASSET FORM B: MINOR ASSET / INVENTORY TRACKING LOG**

**CITY OF CARPINTERIA  
 MINOR ASSET / INVENTORY TRACKING LOG**

*Inventory of minor assets includes (but not limited to): Desk, computer, monitors, calculator, tables, chairs, camera, TV, radio, City cell phone, , etc.  
 Additional assets can be tracked – this is dependent on the department’s asset needs.*

<b>DEPARTMENT:</b>						
<u>Date In</u>	<u>Date Out</u>	<u>Employee</u>	<u>Items</u>	<u>Make/Model No.</u>	<u>Serial No.</u>	<u>Comments</u>

Manager Name: \_\_\_\_\_  
 Inventory performed by: \_\_\_\_\_  
 Date of Inventory: \_\_\_\_\_

Attachment 3

**ASSET FORM C: ASSET TRANSFER / RETIREMENT FORM**

**CITY OF CARPINTERIA**  
**ASSET TRANSFER / RETIREMENT FORM**

**Department:** \_\_\_\_\_

Asset Description: \_\_\_\_\_

Asset Transfer or Retirement Date: \_\_\_\_\_

Asset transferred from / to: \_\_\_\_\_

Method of retirement/sold. \_\_\_\_\_

If sold, enter amount received: \_\_\_\_\_

Reason(s) for disposal/Comments/Notes: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DEPARTMENT:**

<u>Asset ID</u>	<u>Items</u>	<u>Make/Model No.</u>	<u>Serial No.</u>

Manager: \_\_\_\_\_

Employee Name: \_\_\_\_\_



# City of Carpinteria

---

## COUNCIL AGENDA STAFF REPORT

### **ITEM FOR COUNCIL CONSIDERATION**

Adopt Resolution No. 6483 Amending the Conditions of Employment for Management and Miscellaneous Personnel for Fiscal Year 2026/27.

### **STAFF RECOMMENDATION**

Adopt Resolution No. 6483, amending the Conditions of Employment between the City of Carpinteria and Management and Miscellaneous Personnel for the period of July 1, 2026 through June 30, 2027, and authorize the City Manager to implement the changes effective July 1, 2026.

Sample Motion: I move to adopt Resolution No. 6483, as read by title only.

### **BACKGROUND**

On June 23, 2025, the City Council adopted Resolution No. 6411, approving revisions to the Conditions of Employment (COE) for Management and Miscellaneous Personnel for Fiscal Year 2025/26. Resolution No. 6411 expires on June 30, 2026.

The purpose of this agenda item is to adopt Resolution No. 6483, amending the Conditions of Employment for Management and Miscellaneous Personnel for Fiscal Year (FY) 2026/27. The proposed amendments include updates to compensation provisions, benefit administration, and other administrative revisions intended to maintain consistency with current City practices and support effective personnel administration.

### **DISCUSSION**

Resolution No. 6483 (Attachment A), titled "A Resolution of the City Council of the City of Carpinteria Approving and Adopting Revisions to the Conditions of Employment for Management and Miscellaneous Personnel for FY 2026/27 and Superseding Resolution No. 6411," includes Exhibit 1, the proposed FY 2026/27 Conditions of Employment. A

redline version of the Fiscal Year 2026/27 Conditions of Employment showing all proposed changes is included as Attachment B.

Most of the proposed amendments to the FY 2026/27 Conditions of Employment are administrative revisions intended to improve clarity and consistency within the document and to reflect previously approved compensation and benefit changes. The proposed amendments include:

- Updating references to "Department Head" to "Department Director." This change aligns the Conditions of Employment with the City's current position titles and organizational structure.
- Providing for consistent use of the terms "Management Personnel" and "Miscellaneous Personnel" when referring to employee classifications, and "management employees" and "miscellaneous employees" when referring to employees within those classifications. This change provides greater consistency in terminology throughout the Conditions of Employment.
- Updating references to "Human Resources/Risk Manager" to "Human Resources Division." This change reflects the City's current organizational structure and administrative support functions.
- Continuing the City's practice of limiting performance-based merit increases to a maximum of five percent (5%) within an employee's salary range. This reflects the City's current compensation approach and is consistent with compensation information included in the FY 2026/27 budget staff report.
- Revising Section 3.3 (Base Wage Adjustment) to clarify that cost-of-living adjustments approved by the City Council are reflected in the salary schedules adopted by resolution of the City Council. Consistent with the City's current practice and the approach used for SEIU-represented employees, cost-of-living adjustments are applied to employee salaries effective the first full pay period in July. This approach was presented to the City Council as part of the FY 2026/27 budget staff report.
- Revising references to Annual Personal Time Off (PTO) to simply "PTO" and clarifying that PTO is a consolidated leave bank that combines vacation and sick leave. This revision reflects the City's existing leave program and provides consistency in terminology throughout the Conditions of Employment.
- Updating Section 8.1 (Life Insurance) to reflect the City's current life insurance benefit structure. The revised language aligns the Conditions of Employment with the enhanced life insurance benefit currently provided to eligible employees and clarifies the tax treatment of employer-paid life insurance coverage in excess of \$50,000 in accordance with current IRS requirements.

- Updating Section 8.2 (Health Insurance) to reflect current PEMHCA minimum contribution requirements and available CalPERS health plan options. These revisions update the 2026 statutory minimum employer contribution amount.
- Updating Section 8.9(A) (Flexible Benefit Program Allowance) to reflect the City's current and upcoming calendar year allowance amounts. This revision aligns the Conditions of Employment with the City's approved employee benefit contribution levels.
- Removing policy appendices from the Conditions of Employment. Consistent with the City's Policy on Policies, staff reviewed the appended policies and determined they are more appropriately maintained as standalone administrative policies. Staff will continue evaluating policy references contained within the Conditions of Employment as future revisions are considered.

Staff also evaluated separating employee benefit provisions into a standalone Benefits Resolution. While no such changes are proposed as part of Resolution No. 6483, staff intends to continue evaluating the City's personnel documents to ensure personnel policies, compensation provisions, and employee benefits are maintained in the most appropriate governing documents.

The proposed amendments are intended to maintain consistency with current City practices and accurately reflect existing compensation and benefit programs within the Conditions of Employment.

### **POLICY CONSISTENCY**

The proposed amendments are consistent with the City Council's goal of maintaining an effective, professional, and well-managed organization. The revisions update and clarify personnel policies, align the Conditions of Employment with current City practices and organizational structure, and support the City's ongoing efforts to recruit, retain, and support a high-quality workforce.

### **FINANCIAL CONSIDERATIONS**

All proposed changes have been incorporated into the adopted FY 2026/27 budget and are consistent with the City's long-term financial planning and staffing strategies.

### **LEGAL AND RISK MANAGEMENT CONSIDERATIONS**

There are no legal or risk management concerns.

### **OPTIONS**

1. Adopt Resolution No. 6483

2. Direct staff to modify the Conditions of Employment for Management and Miscellaneous Personnel, in which case the matter may need to be continued at a future Council meeting.
3. The City Council could choose not to approve the Conditions of Employment for Management and Miscellaneous Personnel and direct staff as appropriate.

**PRINCIPAL PARTIES EXPECTED AT MEETING**

There are no principal parties expected at the meeting.

**ATTACHMENTS**

- A. Resolution No. 6483  
Exhibit 1 - Fiscal Year 2026/27 COE for Management and Miscellaneous Personnel
- B. Redline COE for Management and Miscellaneous Personnel


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



---

Signature

Reviewed by:  
Ryan Kintz, Assistant City Manager  
(805) 755-4400; [ryank@carpinteriaca.gov](mailto:ryank@carpinteriaca.gov)



---

Signature

Reviewed by:  
Michael Ramirez, City Manager  
(805) 755-4450; [michaelr@carpinteriaca.gov](mailto:michaelr@carpinteriaca.gov)



---

Signature

**ATTACHMENT A**

Resolution No. 6483

**RESOLUTION NO. 6483**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF CARPINTERIA APPROVING AND ADOPTING  
REVISIONS TO THE CONDITIONS OF EMPLOYMENT  
FOR MANAGEMENT AND MISCELLANEOUS  
PERSONNEL FOR FISCAL YEAR 2026/27 AND  
SUPERSEDING RESOLUTION NO. 6411**

**WHEREAS**, the City of Carpinteria City Council recognizes that the Conditions of Employment (COE) for Management and Miscellaneous Personnel should be addressed separately from classified employees covered under the Memorandum of Understanding between the City of Carpinteria and the Service Employees International Union (SEIU) Local 620; and

**WHEREAS**, Management and Miscellaneous Personnel includes exempt and non-exempt positions as designated in Salary Schedule Resolution No. 6478; and

**WHEREAS**, on June 23, 2025, the City Council adopted Resolution No. 6411, approving revisions to the Conditions of Employment for Management and Miscellaneous Personnel for Fiscal Year 2025/26; and

**WHEREAS**, staff conducted a review of the current Conditions of Employment and is recommending revisions for Fiscal Year 2026/27 to improve clarity, maintain consistency with current City practices, and reflect previously approved compensation and benefit changes; and

**WHEREAS**, the proposed revisions include administrative updates to terminology, compensation administration provisions, employee benefits provisions, and other clarifying revisions intended to maintain current and effective personnel policies; and

**WHEREAS**, the proposed revisions continue the City's current compensation approach, including a maximum five percent (5%) performance-based merit increase within an employee's salary range and administration of cost-of-living adjustments consistent with the City's adopted salary schedules; and

**WHEREAS**, the City Council finds that the proposed revisions support the City's Staff Recruitment and Retention Program, including the strategic actions to update and streamline personnel policies and invest in City staff and organizational excellence; and

**WHEREAS**, sufficient funding for the proposed revisions is included in the Fiscal Year 2026/27 budget.

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

**SECTION 1.** The Conditions of Employment for Management and Miscellaneous Personnel, attached hereto as Exhibit 1 and effective July 1, 2026, are hereby approved and the City Manager is authorized to implement the provisions contained therein.

**SECTION 2.** Resolution No. 6483 supersedes Resolution No. 6411.

**PASSED, APPROVED AND ADOPTED** on the 22<sup>nd</sup> day of June, 2026, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

\_\_\_\_\_  
Mayor, City of Carpinteria

ATTEST:

\_\_\_\_\_  
Brian C. Barrett, MMC, 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 June 22, 2026.

\_\_\_\_\_  
Brian C. Barrett, MMC, 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 CONDITIONS OF EMPLOYMENT**

**EFFECTIVE JULY 1, 2026**

TABLE OF CONTENTS

SECTION 1: CLASSIFICATION..... 2

SECTION 2: WORK SCHEDULE ..... 2

SECTION 3: COMPENSATION AND BENEFITS ..... 4

SECTION 4: LEAVE REGULATIONS ..... 8

SECTION 5: LEGAL HOLIDAYS ..... 20

SECTION 6: WORKERS' COMPENSATION INSURANCE ..... 22

SECTION 7: RETIREMENT PROGRAM..... 22

SECTION 8: HEALTH BENEFITS PROGRAMS ..... 23

SECTION 9: SERVICE AWARDS..... 26

SECTION 10: EDUCATION/TRAINING AND PROFESSIONAL DEVELOPMENT ..... 26

SECTION 11: MISCELLANEOUS POLICIES..... 27

## **SECTION 1: CLASSIFICATION**

Miscellaneous Personnel: For the purpose of the Conditions of Employment (COE), this category includes non-exempt full-time positions that are not classified as Management Personnel and are not represented by SEIU Local 620.

Management Personnel: For purposes of the COE, this category includes exempt, full-time positions designated as Executive Management, Mid-Management or Management.

Position titles, exempt status, management designation, and salary bands are set forth by salary resolution approved by the City Council.

### **1.1 EMPLOYER/EMPLOYEE RELATIONSHIP:**

- A. Employees in the Miscellaneous Personnel category are full-time employees. None of the positions are exempt from overtime requirements of the Federal Fair Labor Standards Act and, as with other non-exempt employees, all overtime must be authorized in advance (unless in emergency) by the affected employee's Department Director.
- B. Employees in the Management Personnel category are salaried, at-will employees and not hired for any specified term. Accordingly, the employee is free to resign from their position at any time, with or without cause, upon oral or written notice to the City Manager and, similarly, the City may end its employment relationship with the employee or change their status (i.e., modify the position, implement a demotion, adjust wages, etc.) at any time, with or without cause, upon oral or written notice to the employee. None of the provisions of this COE are intended to modify this employment relationship.

### **1.2 PERSONNEL RULES:**

- A. Management and Miscellaneous Personnel are designated in the salary resolution adopted by the City Council. The City intends to continue to review and develop revised personnel rules, regulations, and grievance procedures, employee handbook, job classifications and job descriptions.
- B. Management employees serving in Executive Management, Mid-Management, and Management positions are exempt from the City's Personnel Rules. They are "at-will" employees, serving at the pleasure of the City Manager. By the executive, administrative and/or technical nature of their positions, they have been determined to be exempt from the overtime requirements of the Federal Fair Labor Standards Act.

## **SECTION 2: WORK SCHEDULE**

### **1.3 OVERALL POLICY FOR WORK SCHEDULES:**

This policy provides a uniform set of guidelines relating to work hour schedules as set by the City. Alternate work schedules may be permitted or required of employees in those departments where it will not result in a reduction in the quality of level of service as authorized by the appropriate Department Director and approved by the City Manager.

The City agrees that the normal regular work schedules for full time employees in the competitive service shall be eighty (80) work hours in a two-week period, i.e., every other week, employees may have a Regular Day Off. A Department Director has the discretion to assign the Regular Day Off within the two-week period. The Regular Day Off shall normally be part of three consecutive days, including a weekend.

A Department Director shall only require an employee to involuntarily transfer to a work schedule for good and sufficient business reasons.

Time sheets shall reflect 80 hours worked in the pay period unless a full day absence has been taken, or a partial day absence has been taken pursuant to Section 3.5, either of which should be reported using appropriate accruals.

Time sheets shall be electronically submitted in the City's electronic timekeeping system by each individual employee.

The work period shall be consistent with the provisions of the Fair Labor Standards Act (FLSA).

#### **1.4 WORK SCHEDULES DEFINED:**

##### **9/80 Work Schedule:**

Employees permitted or required to work on a 9/80 schedule shall have their work week defined as forty (40) hours each week to comply with the provisions of the Fair Labor Standards Act (FLSA). For all employees working the 9/80 schedule, the workweek shall begin exactly four (4) hours after the start of their eight (8) hour shift on the day of the week which constitutes their alternating regular day off.

##### **4/40 Work Schedule:**

Employees who work a 4/40 work schedule typically work 10 hours/day for four (4) days. Regular work hours for the 4/40 schedule will be 10 hours/day.

##### **5/40 Work Schedule:**

Employees who work a 5/40 work schedule typically work eight (8) hours/day for five (5) consecutive days. Regular work hours for the 5/40 schedule will be eight (8) hours/day.

##### **Flexible Work Schedules:**

Consistent with the needs of the City (e.g., City Council Meetings, Boards, Commissions, and Committees, and other City special events), employees are not necessarily required to work a fixed schedule. Arrival and departure times, meal and break times, and the length of the workday may vary from time to time as determined by the Department Director. Flexible work schedule (Flextime) permits options for starting and quitting time. Example: Monday – Thursday, 7:00 a.m. – 6:00 p.m.; 1-hour lunch break. Over the course of an employee's normal work schedule, the employee shall utilize a combination of work time, annual leave time, holiday time, and/or other City authorized leave time equal to 80 hours.

Individuals may request flexible work schedules which meet their personal needs, however, the flex day selected is subject to the operational needs and requirements of the department as determined by the City Manager.

The program will be evaluated on an on-going basis regarding personal performance standards, as well as monitoring staffing needs to ensure that the public is being appropriately served. Continuation of such schedules shall be subject to review and approval of the City Manager.

### **SECTION 3: COMPENSATION AND BENEFITS**

#### **3.1 PAY STATUS:**

An employee is considered to be in pay status and eligible for benefits under any of the following circumstances:

- While working regular hours
- While on authorized Leave Bank hours
- While on authorized PTO
- Injured on Duty (IOD) status
- While on authorized jury duty
- Management Leave (management employees)
- Compensatory time off (miscellaneous employees)

The City Manager may authorize coverage of benefits on an individual basis for employees on authorized leave without pay for a period of up to four (4) months when it is deemed appropriate or is otherwise required by law.

#### **3.2 METHOD OF PAYMENT:**

Employees shall be paid on a bi-weekly basis and pay checks will be available on the Thursday afternoon following the close of the regular pay period unless holidays or circumstances beyond the control of the City occur in which case all necessary action will be taken to ensure that individual pay checks are available with a minimum of delay.

Employees are encouraged to take advantage of direct deposit of payroll checks. Upon request, payroll checks may be directly deposited to an employee's checking or savings account.

#### **3.3 BASE WAGE ADJUSTMENT:**

Employees may be eligible to have their base wages adjusted pursuant to the results of an annual performance-based employee evaluation and within their position's salary range of the classification. The evaluation format shall be determined by the City Manager or their designee.

Employees hired or promoted on or before June 30, 2022, will have an annual evaluation on July 1 and effective the first full pay period after July 1, may be eligible to have their base wages adjusted pursuant to the results of an annual merit-based performance evaluation.

Employees hired or promoted on or after July 1, 2022, will receive a 12-month evaluation on the one-year anniversary date of hire or promotion and may be able to have their base wages adjusted pursuant to the results of the evaluation and within the position salary range of the classification. Each year thereafter, the employee will have an annual evaluation on their anniversary date of hire or promotion.

- A. The result of the Performance Rating shall be used by the City Manager to determine the appropriate increase to the base wage as illustrated in the Merit Increase Matrix.

Conditions of Employment  
 July 1, 2026 to June 30, 2027

- B. Performance-based merit increases shall be a limited to five percent (5%) and within the salary range of the employee’s classification.
- C. The City Manager may approve an additional merit increase up to 10%.
- D. Cost-of-living adjustments approved by the City Council shall be reflected in the salary schedules adopted by resolution of the City Council. Consistent with the City's current practice and the approach used for SEIU-represented employees, cost-of-living adjustments shall be applied to employee salaries effective the first full pay period in July.
- E. All wage increases are subject to availability of funds as authorized by City Council.

**MERIT INCREASE MATRIX**

Rating	Salary Relative to Position Control Point		
	84.2105% to 94.7368%	94.7369% to 105.2632%	105.2633% to 115.7895%
4.6 and Above	8.0000%	7.0000%	6.0000%
4.4	7.5000%	6.5000%	5.5000%
4.2	7.0000%	6.0000%	5.0000%
4.0	6.5000%	5.5000%	4.5000%
3.8	6.0000%	5.0000%	4.0000%
3.6	5.5000%	4.5000%	3.5000%
3.4	5.0000%	4.0000%	3.0000%
3.2	4.5000%	3.5000%	2.5000%
3.0	4.0000%	3.0000%	2.0000%
Less than 3.0	0.0000%	0.0000%	0.0000%

**3.4 OUTSTANDING OBLIGATIONS UPON TERMINATION:**

If an employee has any outstanding obligations due to the City, such as advance use of any benefits or lost or damaged equipment, at the time of termination, the employee will be so notified and requested to reimburse the City for any such outstanding obligations due to the City.

**3.5 REPORTING HOURS WORKED:**

The individual employee is responsible for accurately reporting all hours worked. Hours worked shall be reported in not less than quarter (1/4 or .25) hour increments of time actually worked. Time worked 7 1/2 minutes or less will not be reported and time worked in excess of 7 1/2 minutes will be reported as a quarter (.25) hour. Such time shall be verified by the employees' supervisor.

**3.6 BREAKS:**

Each affected employee shall be entitled to an unpaid lunch period of thirty (30) to sixty (60) minutes and two paid breaks per eight-hour working day. The morning break and the afternoon break are fifteen (15) minutes. Breaks shall not be taken earlier than one hour after starting work in the morning or lunch, or later than one hour before lunch or the end of the working day.

Breaks do not accumulate and will be coordinated with the employee's supervisor.

**3.7 OVERTIME RECORDS (Miscellaneous Employees):**

Employees shall accurately report all overtime in hours actually worked on their biweekly timesheet. The Finance Office shall convert all reported overtime hours worked to time and one-half, identify reported overtime hours worked as regular overtime hours and/or premium overtime hours and record such converted hours to the credit of the affected employee. All overtime must be authorized in advance (unless in emergency) by the affected employee's Department Director.

**3.8 OVERTIME COMPENSATION (Miscellaneous Employees):**

The affected employee shall be compensated for overtime hours as follows:

- A. Timesheets determine actual hours worked by calculating the elapsed time between clock in times and clock out times in quarter hour increments. See Section 3.5 (Reporting Hours Worked).
- B. PTO, holiday, compensatory time off and other time not actually worked are not counted as hours worked for overtime purposes.
- C. Hours worked in excess of the employee's regularly scheduled hours in any one work day (12 midnight to 12 midnight) or in excess of the employees total regularly scheduled hours in any work week (Saturday through Friday) are recorded as overtime hours worked. Hours worked that are in excess of both the employee's regularly scheduled hours in the work day and the work week are not considered as separate incidents of overtime worked.
- D. Hours worked on a day that has no scheduled hours (usually weekend days or holidays) are recorded as overtime hours worked with a two-hour minimum.
- E. At the end of each two week pay period, total overtime hours worked are accumulated. Hours worked in excess of the employee's total regularly scheduled hours in any work week are categorized as overtime hours.
- F. Overtime hours are multiplied by 1.5 the regular rate of pay and the resulting hours are added to the employee's overtime bank.

Conditions of Employment  
July 1, 2026 to June 30, 2027

- G. Hours in an overtime bank in excess of 100 at the end of a payroll cycle will be paid in the subsequent payroll at the employee's regular base pay hourly rate then in effect and the paid hours deducted from the overtime bank.
- H. At the employee's choice, overtime hours recorded on an employee's timesheet may be either (a) paid or (b) accrued to the employee's overtime bank to be used as compensatory time off or paid at a later time as provided in this section. Employees must specify on their timesheet which one of these two options is chosen. If the employee does not specify how the overtime hours should be treated, the default option is to be paid for the hours.
- I. If an employee elects and is approved to use some or all of the employee's accrued overtime bank as compensatory time off, the amount taken as compensatory time off shall be deducted from the employee's overtime bank on an hour-for-hour basis.
- J. No overtime shall be worked without Department Director approval in advance in writing. However, such approval shall be given in any case in which the affected employee worked such overtime at the direction of a supervisor. No overtime shall be authorized or worked for the convenience of the employee (i.e. voluntary shift trading, etc.).
- K. Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location.
- L. During the month of December, an employee may elect to convert accumulated overtime hours accrued in their overtime bank and receive either a cash buy-out of a portion or all of such accumulated accrued time in their overtime bank or contribute the value of the cash buy-out to their existing 457 plan up to the legally allowed maximum and with proper notice. An employee must make an irrevocable election (i.e., pre-designation) in December, specifying the total number of hours to be cashed-out. During the calendar year following the pre-designation, an employee may choose increments of pre-designated overtime hours to cash-out in April, July and December. If no cash-out occurs during the year and/or any balance of the pre-designated amount remains, said amount will be cashed out in December. If the employee does not have the accumulated overtime hours available to satisfy the amount pre-designated for cash-out, the employee will be precluded from making an irrevocable election and cashing out for the following calendar year. Such payments will be paid at the employee's regular rate of pay. No more than 80 hours per fiscal year.
- M. When employment with the City terminates the City shall make a cash payment for the employee's accumulated unused overtime bank time on the books at the employee's regular base pay hourly rate then in effect.

### **3.9 CALLBACK PAY (Miscellaneous Employees):**

Any affected employee called out to work after his/her normal working hours shall receive a minimum of two (2) hours cash compensation at the rate paid for overtime work. In such cases all work in excess of the two (2) hour minimum shall be compensated at the applicable overtime rate. The overtime rate shall be based on the employee's base hourly rate. Call-back shall be defined as being called out to work outside one's normal working hours by the Sheriff's Department, City Manager, or Department Director on an unscheduled basis. An employee should not respond to a call-back if any alcoholic beverage has been consumed or a medication taken that might impair their ability to perform the duties required.

Conditions of Employment  
July 1, 2026 to June 30, 2027

All affected employees who are required and/or authorized to attend an authorized meeting which starts after the established work day shall be credited for a minimum of two (2) hours overtime. For all time in excess of two (2) hours, normal overtime policies shall be in effect.

In the event a call-out exceeds two (2) hours in actual time for an employee, the time reported for payroll purposes only shall begin with ten (10) minutes prior to the employee reporting for work and end ten (10) minutes after the time the employee leaves work to return home.

Employees in off-duty status will not be required to respond to call-back. The exception being when a state of emergency has been declared by the City Manager.

### **3.10 WITNESS AND JURY DUTY PAY:**

Required court time for off-duty regular full-time City employees shall be treated as overtime, with the minimum time being two (2) hours for any one day. This section shall not apply to any on-duty employees. This section shall apply only in court cases dealing with the scope of employment and shall not apply in cases of a personal or non-job related court action.

Every classified employee of the City who is called or required to serve as a trial juror shall be entitled to absent themselves from their duties with the City during the period of such service or while necessarily being present in court as a result of such summon. The employee shall continue to receive full compensation from the City while serving on such jury duty, but shall reimburse the City the amount of daily per diem fees (exclusive of travel expenses) paid to the employee while acting as a juror.

### **3.11 STANDBY PAY (Miscellaneous Employees):**

Only the City Manager or Acting City Manager may order standby status. When on standby status, an employee shall be required to be on call during normal time off, accessible by telephone or other agreed upon electronic device and available to report to work immediately.

The City agrees to pay two hours of straight time pay, or the employee may elect to take two hours compensatory time, per twenty-four (24) hour period or portion thereof in excess of four (4) hours when any Miscellaneous employee is required to-be on call on a standby basis at home during normal time off. This does not include informal alerts or requests to keep the City Manager or Acting City Manager advised of whereabouts during possible emergencies.

An employee on standby status must be in physical condition to adequately to perform their duties and must not have consumed any alcoholic beverage or taken medication or other substance that might, in any way, hinder performance of their duties.

## **SECTION 4: LEAVE REGULATIONS**

### **4.1 MANAGEMENT LEAVE (Management Employees):**

Management employees designated as Executive Management, Mid-Management, or Management are exempt from overtime and are entitled to Management Leave in accordance to the Management Leave Schedule. New hires in management positions and employees promoted into management positions shall receive prorated Management Leave hours based on date of hire or promotion.

Management Leave hours will be applied annually to an employee's Management Leave bank beginning with the first full pay period of the Calendar Year. All such Management Leave must be taken by the end of the last pay period of the calendar year. There shall be no carryover unless authorized by the City Manager. Management Leave shall not be paid out at or converted to compensation in any form.

The City Manager may grant up to 20 hours of additional Management Leave. The request for additional Management Leave hours must be submitted by the employee's Department Director with the justification detailing the request for extra hours.

**Management Leave Schedule (Calendar Year)**

Executive Management	Mid-Management	Management
80	60	40

**4.2 PERSONAL TIME OFF (PTO) LEAVE:**

Annual PTO for regular full-time employees is a consolidated leave bank that combines vacation and sick leave and can be used for vacations, personal time off, sick leave purposes and other time away from work consistent with the terms of this section.

The use of Annual PTO leave for "Sick Leave Purposes" means 1) time off to diagnose, care or treat an existing health condition, or for preventive care for the employee or for the employee's child, spouse, domestic partner, parent, parent of employee's spouse or domestic partner, grandparent, grandchild, or sibling; and 2) time off for employees who are victims of domestic violence, sexual assault, or stalking may also use annual leave to seek medical attention, obtain services from a shelter or crisis center, obtain counseling, or go to court.

Employees covered in this Conditions of Employment, who have served less than thirty (30) days within a year of the commencement of employment in the service of the City are not eligible for Annual PTO, unless authorized by the City Manager. However, leave credits for the time will accrue for each such regular full-time employee.

**4.3 ANNUAL PTO BANK:**

In place of separate leave accrual for vacation and sick leave employees will accrue leave in accordance with the Annual PTO schedule. Employees are encouraged to maintain Annual PTO balance as a protection against the adverse effects of short- or long-term absences due to a major illness or injury.

**4.4 LEAVE ACCRUAL:**

Full-time employees shall accrue and receive Annual PTO in accordance with the Annual PTO Schedule (Section 4.5) and the following provisions:

- A. Annual PTO time will accrue on a bi-weekly basis for twenty-six (26) pay periods a year.
- B. Each permanent and probationary full-time employee shall have Annual PTO time accrue for each pay period starting from the first day of appointment.

Conditions of Employment  
July 1, 2026 to June 30, 2027

C. Accrual rates are based on years of service in accordance with the annual PTO schedule.

#### 4.5 ANNUAL PTO ACCRUAL SCHEDULE:

Employees will accrue bi-weekly Annual PTO hours in accordance to the Annual PTO schedule. The maximum amount of Annual PTO accrual shall not exceed one and a half (1.5) times the annual amount accrued by an employee according to their years of service. For example: An employee is at five (5) years of service and accrues 192 hours of Annual PTO. The maximum accrual for the employee is 288 hours (192 hours x 1.5 = 288 hours).

##### Annual PTO Schedule

Years of Service	Annual Accrual (Hrs./Yr.)	Bi-Weekly Accrual (Per Pay Period)	Days/Yr.	Max Accrual (1.5 times Accrual)
0 to 2	168	6.4616	21	252
3 to 5	192	7.3846	24	288
6-10	216	8.3077	27	324
11-15	240	9.2308	30	360
16-20	264	10.1538	33	396
21+	288	11.0769	36	432

#### 4.6 NOTIFICATION FOR USE OF LEAVE BANK:

Except for annual leave used for Sick Leave Purposes, in cases of emergency or when the need to use leave time is not otherwise reasonably foreseeable, notification for use of leave bank hours will be as follows:

Employees are required to make written requests through the appropriate supervisory channels for the use of accrued leave time. The written request shall be submitted at least two (2) full working days in advance for leave requests of up to four (4) working days; for leave requests of five (5) working days or more, the written request shall be submitted at least ten (10) working days, but not earlier than ninety (90) calendar days, prior to the beginning date of the requested leave. No use of accrued leave time or related absence is authorized until the employee's written request is approved in writing.

Leave periods shall be scheduled by management to provide adequate staffing. Such scheduling shall be subject to the needs of the City but shall take into account employee seniority and personal preference. The City will make every effort to give maximum possible advance notice to the affected employee in the event scheduled leave must be cancelled or modified due to the needs of the service.

Where use of accrued leave time is requested for Sick Leave Purposes, in cases of emergency or when the need to use leave time is not otherwise reasonably foreseeable, notification for use of leave bank hours will be as follows:

Where the need to use annual leave for Sick Leave Purposes is foreseeable, employees must provide reasonable advance notice, orally or in writing, to their supervisor or the Human Resources Division. If the request for the use of five (5) or more days of leave time is related to plan medical treatment, when possible, the employee should make the request for use of leave time at least ten (10) working days in advance. When the need to use annual leave for Sick Leave Purposes is not foreseeable, is being used in cases of emergency or when the need to use leave time is not otherwise reasonably foreseeable,

Conditions of Employment  
July 1, 2026 to June 30, 2027

employees are required to notify their supervisor or the Human Resources Division, orally or in writing, as soon as practicable.

#### **4.7 UNAUTHORIZED LEAVE:**

An employee's absence shall be unauthorized if the employee does not report their absence to their supervisor or the Human Resources Division as required under section 4.6.

#### **4.8 ANNUAL PTO BANK CASH-OUT/OPTIONS:**

- A. During the month of December, an employee may elect to convert up to eighty (80) hours of any unused Annual PTO hours accrued or contribute the value of the cash payment to their existing 457 plan up to the legally allowed maximum and with proper notice, provided the employee retains an accrued leave balance of at least eighty (80) Annual PTO hours in their Annual PTO bank and has used at least forty (40) hours of any leave time (PTO, Floating Holiday, Management Leave, etc.) within the calendar year. Compensation for such cash-out of unused accrued leave hours will be based on the employee's existing salary at the time the request is made. In order to cash-out unused leave hours, an employee must make an irrevocable election (i.e., pre- designation) during the month of December, specifying the total number of hours to be cashed-out from next year's leave accrual. During the calendar year following the pre- designation, an employee may choose an increment to cash out in April and/or July. If no cash-out occurs in April and/or July and/or any balance of the pre-designated amount remains, said amount will be cashed out in December. If the employee does not have the vacation hours available to satisfy the amount pre-designated for the cash-out, the employee will be precluded from making an irrevocable election and cashing-out the following calendar year. No more than 80 hours per fiscal year.
- B. Further, each employee may direct that all or any portion of the allowed cash-out amount be used to buy benefits offered under the Flexible Benefit Program.

#### **4.9 ANNUAL PTO ACCRUED LEAVE UPON TERMINATION:**

At the time of termination of employment, employees shall be paid the cash value of all unused accrued leave hours based on the employee's then existing salary rate; or, in the alternative, the employee may exercise the option to invest the cash value of such unused accrued leave hours in the City's deferred compensation 457 plan.

If a retiring employee terminates employment during the year and is legally entitled to a distribution of unused Annual PTO, the employee may submit, in writing, their request for the City to "hold" payment of their accumulated leave until the following year. Such request must be submitted in writing in advance of the date of retirement and requires written approval by the City Manager before any disbursement can be made.

#### **4.10 ANNUAL PTO CATASTROPHIC ADVANCE**

In the event an employee in this group suffers a catastrophic event, e.g. serious illness, and there is not a sufficient leave balance to cover the employee's absence from the workplace, upon written request to the City Manager, an advancement of up to thirty (30) days of leave may be granted, with the understanding that it will be reimbursed to the City on a day-for-day basis from future allocated leave or reimbursed to the City as outlined under Section 3.4 Outstanding Obligations Upon Termination.

#### **4.11 UNPAID LEAVE:**

##### **Leave of Absence Without Pay**

The City Manager may grant a regular or probationary employee leave of absence without pay or accrual of employment benefits, such as paid time off or seniority, for reasons other than pregnancy, disability or family care leave, for a period not to exceed ninety (90) days. No employee shall be authorized leave without pay if said employee has accrued leave or compensatory time-off accrued on the books of the City. After ninety (90) days, the leave of absence may be extended if authorized by the City Council.

No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon return to duty following expiration of a regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration shall be cause for discharge. The depositing in the United States mail of a first-class letter postage paid, addressed to the employee's last known place of address shall be reasonable notice.

A Department Director may grant a regular, or probationary employee leave of absence without pay for not to exceed one (1) calendar week. If the leave of absence request without pay is in relation to an employee's disability accommodation, then the leave shall be determined through the interactive process on a case-by-case basis. Such leaves shall be reported to the Human Resources Division.

No leave shall accrue to any employee during any full biweekly pay period in which the employee is on an authorized leave without pay in excess of five (5) days. Employee on leave without pay

may also be responsible for full payment (employer and employee portion) of insurance premiums for insurance coverage during such leave. Benefits shall be continued at City expense during the first thirty (30) days of such leave.

##### **Statutory Family and Medical Leave**

###### **Eligibility**

The City provides eligible employees the opportunity to take unpaid leaves of absence for specific reasons in accordance with California's Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA). To be eligible for FMLA/CFRA Leave, an employee must (1) have

worked for the City for at least twelve months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the twelve months preceding the leave.

###### **FMLA Leave**

###### **A. Permissible Uses**

- a. Family care leave" may be requested under the FMLA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, or parent. "Medical leave" may be requested

Conditions of Employment  
July 1, 2026 to June 30, 2027

under the FMLA for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

- b. Qualifying exigency leave" may be requested under the FMLA (and CFRA) for qualifying exigencies arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. "Qualifying exigencies" include certain absences related to short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post- deployment activities, and additional activities. Employees may contact the Human Resources Division or their designee for more information about what qualifies as a "qualifying exigency." "Military caregiver leave" may be requested under the FMLA to care for a "covered service member" if the employee is a spouse, child, parent, or next of kin of the "covered service member." A "covered service member" is:

A member of the Armed Forces, including the National Guard and Reserves, who, because of a serious injury or illness incurred in the line of duty while on active duty that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating, is: (1) undergoing medical treatment, recuperation, or therapy; (2) in outpatient status; or (3) on the temporary disability retired list; or

A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

#### B. Amount of FMLA Leave Available

- a. Provided all the conditions of this policy are met, an employee may take a maximum of twelve (12) weeks total of family care leave, medical leave, and qualifying exigency leave under the FMLA in a 12-month period. This 12-month period is measured backwards from the date the employee's family care leave, medical leave, or qualifying exigency leave under the FMLA commences. Spouses who are both employed by the City may take a maximum combined total of twelve weeks of family care leave under the FMLA in a 12-month period for the birth, adoption, or foster care of their child.
- b. Provided all of the conditions of this policy are met, an employee may take up to 26 weeks total of a combination of all leaves under the FMLA during a 12-month period (up to 12 weeks of which may be for FMLA leave other than military caregiver leave). The 12-month period used to measure this entitlement will commence upon the first use of military caregiver leave under the FMLA for a covered service member's particular injury.

#### CFRA Leave

"Family care leave" may be requested under the CFRA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, domestic partner as defined in California Family Code Section 297, or parent. Under the CFRA, "child" means a child, including a child who is 18 years of age or older who is capable

Conditions of Employment  
July 1, 2026 to June 30, 2027

of self-care. An employee's child means a biological, adopted, foster, step-child, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis. Under the CFRA only, leave is permitted to care for a domestic partner, grandparent, grandchild, or sibling who has a serious health condition. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA. "Medical leave" may be requested for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

Under the CFRA only, leave for "qualifying exigencies" arising out of the fact that an employee's domestic partner is on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA.

Provided all of the conditions of this policy are met, an employee may take up to twelve (12) weeks of leave under the CFRA during a 12-month period. This 12-month period is measured backwards from the date the employee's family care leave or medical leave under the CFRA commences.

If both parents of a child, adoptee, or foster child are employed by the City and are entitled to bonding leave:

- A. The aggregate number of workweeks of FMLA leave to which both may be entitled may be limited to 12 workweeks during any 12-month period; and
- B. Each parent is entitled to take 12 workweeks of CFRA leave during any 12-month period.

If both parents of a covered service member are employed by the City and are entitled to leave to care for a covered service member, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 work weeks during the 12-month period. This limitation does not apply to any other type of leave under this policy.

Family care leave and medical leave under the CFRA typically run concurrently with family care leave and/or medical leave under the FMLA, except as otherwise set forth herein.

### **Intermittent Leave**

FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child generally must be taken in blocks of at least two (2) weeks' duration; however, the City will provide employees with family care leave for birth, adoption, or foster care placement for periods of less than two (2) weeks duration on any two (2) occasions. FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child must be concluded within one (1) year of the birth, adoption, or placement.

Qualifying exigency leave under the FMLA may be taken on an intermittent or reduced schedule as required by the qualifying exigency.

FMLA/CFRA Leave for any other reason may be taken intermittently or on a reduced schedule where medically necessary. If FMLA/CFRA Leave is authorized to be taken intermittently or on a reduced schedule, the City retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.

Conditions of Employment  
July 1, 2026 to June 30, 2027

### **Substitution of Paid Leave**

Employees are required to substitute accrued paid time off, including accrued compensatory time off, for all FMLA/CFRA Leaves, except that employees can retain a five (5) day balance of accrued paid time off.

If the employee is receiving payments from State Disability Insurance ("SDI") while on FMLA/CFRA leave, the accrued paid leave time will only be used in an amount which supplements the SDI payment such that the employee receives the full amount of their regular compensation as an active employee.

The substitution of paid leave time for FMLA/CFRA Leave does not extend the total duration of FMLA/CFRA Leave to which an employee is entitled. For example, if an employee has accrued two (2) weeks of unused paid vacation time at the time of the request for medical leave under the FMLA/CFRA, that paid vacation time will be substituted for the first two (2) weeks of FMLA/CFRA Leave, leaving up to ten (10) additional weeks of unpaid FMLA/CFRA Leave.

### **Leave's Effect on Pay**

Except to the extent that other paid leave time is substituted for FMLA/CFRA Leave, FMLA/CFRA Leave is unpaid.

### **Leave's Effect on Benefits**

During an employee's FMLA/CFRA Leave, the City shall continue to pay for the employee's participation in the City's group health insurance to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Employees are required to continue to make any payments they normally make towards healthcare coverage premiums while on leave. In the event an employee on leave fails to make timely payment for their portion of healthcare coverage premiums, the City will notify the employee of such failure and, if payment is not made, terminate the coverage.

If the employee fails to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the employee's control, the City is entitled to recover any health premiums paid by the City on the employee's behalf during any unpaid period of the leave.

Employees on FMLA/CFRA Leave accrue employment benefits, such as paid time off or seniority, only when paid time off is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments as discussed above, he or she will accrue employment benefits on a pro rata basis.

### **Procedure for Requesting Family Care and Medical Leave**

#### Notice Requirements

Employees should notify the Human Resources Division of their request for FMLA/CFRA Leave as soon as they are aware of the need for such leave. For foreseeable events, if possible, the employee shall provide thirty (30) calendar days' advance written notice to the Human Resources Division of the need for FMLA/CFRA Leave. For events that are unforeseeable thirty (30) days in advance, but are not

emergencies, the employee must notify the Human Resources Division, in writing, as soon as he/she learns of the need for the leave, ordinarily no later than one (1) to two (2) working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of the City's business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the City reserves the right to deny the taking of the leave. All requests for FMLA/CFRA Leave should include anticipated date(s) and duration of the leave. Any requests for extensions of an FMLA/CFRA Leave must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave.

### Certification

Any request for FMLA/CFRA Leave must be supported by proper certification of the need for

leave. For foreseeable leaves, employees must provide the required certification before the leave begins. When this is not possible, employees must provide the required certification within fifteen (15) calendar days after the City's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts. Failure to provide the required certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required certification within fifteen days of being requested to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated certification.

Certification of family care leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) the health care provider's estimate of the amount of time needed for family care; and (4) the health care provider's assurance that the health care condition requires family care leave.

Certification of medical leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) a statement that, due to the serious health condition, the employee is unable to perform the functions of their position; and (4) in the case of intermittent leave or revised schedule leave where medically necessary, the probably duration of such a schedule. In addition, the certificate may, at the employee's option, identify the nature of the serious health condition involved. If the City has reason to doubt the validity of the certification provided by the employee, the City may require the employee to obtain a second opinion from a doctor of the City's choosing at the City's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the City may require a third opinion, also at the City's expense, performed by a mutually agreeable doctor who will make a final determination. Before permitting the employee to return to work, the City may also require the employee to provide medical certification that he or she is able to return to work.

Certification of a military caregiver leave under the FMLA shall be either (1) an appropriate medical certification from an authorized health care provider or (2) a copy of an Invitation Travel Order or Authorization issued by the Department of Defense.

The nature and format of the certification of a qualifying exigency leave under the FMLA will vary

Conditions of Employment  
July 1, 2026 to June 30, 2027

depending on the nature of the qualifying exigency, and will typically include a copy of the active-duty orders for the employee's spouse, son, daughter, or parent.

### **Leave's Effect on Reinstatement**

Employees returning from FMLA/CFRA leave are entitled to reinstatement to the same or comparable position consistent with applicable law, provided that the total period of the FMLA/CFRA Leave does not exceed the employee's maximum leave entitlement as described above.

Employees who take medical leave under the FMLA/CFRA for their own serious health condition must provide medical certifications verifying that they are able to return to work in the same manner as employees who return to work from other types of medical leave.

### Pregnancy Disability Leave (POL)

Under the California Fair Employment and Housing Act (FEHA), if an employee is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take a pregnancy disability leave (PDL). If an employee is affected by pregnancy or a related medical condition, she is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable.

- A. The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical conditions up to four (4) months (or eighty-eight (88) work days for a full-time employee) per pregnancy. For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hour per week times 17 1/3 weeks. An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave.
- B. The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- C. Time off needed for prenatal care, severe morning sickness, doctor ordered bed rest, childbirth, and recovery from childbirth would all be covered by the PDL.
- D. Except as other specifically provided in this section, generally, the City is required to treat pregnancy disability the same as the City treats other disabilities of similarly situated employees. The leave will be unpaid.

Employees on PDL will be required to obtain a written certification from their health care provider of the pregnancy disability or the medical advisability for a transfer. The certification should include:

- A. The date on which the employee becomes disabled due to pregnancy or the date of the medical advisability for the transfer;
- B. The probable duration of the period(s) of disability or the period (s) for the advisability of the transfer, and
- C. A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of the position without undue risk to themselves, the successful completion of the pregnancy or to other persons or a statement that, due to your pregnancy, the transfer

Conditions of Employment  
July 1, 2026 to June 30, 2027

is medically advisable.

At the employee's option, any accrued paid time off may be used as part of the pregnancy disability leave before taking the remainder of the leave as an unpaid leave. However, taking paid time off during the period of the pregnancy disability leave does not extend the maximum time allowed for such leave.

Employees may also be eligible for state disability insurance for the unpaid portion of the leave.

Employees on PDL accrue employment benefits, such as paid time off or seniority, only when paid time off is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments, she will accrue employment benefits on a pro rata basis.

An employee who is on a leave of absence for a period in excess of two (2) months must notify the Human Resources Division by the end of each month thereafter both of the status of the disability and the employee's continued intent to work once the employee recovers from the disability. An employee returning from an absence shall be required to provide a physician's certification that indicates that she is fit to return to work.

An employee who returns to work at the end of a leave of absence due to pregnancy, childbirth or related medical condition will be returned to their former position, if possible, or will be offered the first available opening in a comparable position for which she is qualified.

An employee who returns from a leave of absence due to pregnancy will be credited with all service prior to the commencement of their disability.

An employee who fails to report for work at the end of an approved leave will be deemed to have voluntarily resigned.

During an employee's approved PDL, the City shall continue to pay for the employee's participation in the City's group health insurance to the same extent and under the same terms and conditions as would apply had the employee not taken leave, for up to four months. Employees are required to continue to make any payments they normally make towards healthcare coverage premiums while on leave. In the event an employee on leave fails to make timely payment for their portion of healthcare coverage premiums, the City will notify the employee of such failure and, if payment is not made, terminate the coverage. The City is entitled to recover any health premiums paid by the City on the employee's behalf during any unpaid period of the leave if the employee fails to return from the PDL for a reason other than one of the following: (1) the employee takes FMLA/CFRA Leave; (2) the continuation, recurrence or onset of a serious health condition or serious injury or illness within the meaning of FMLA/CFRA; or (3) other circumstances beyond the employee's control as provided by law.

Employees on PDL accrue employment benefits, such as paid time off or seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments as discussed above, he or she will accrue employment benefits on a pro rata basis.

---

### Paid Family Leave

Employees who are covered by the state's SDI program will be eligible for reimbursement for up to six (6) weeks during a twelve (12) month period of qualifying unpaid leave, for the purposes of bonding with a newborn child (up to one (1) year from birth or adoption), or to care for a family member or domestic partner.

An employee who is eligible for SDI benefits may only become eligible for PFL benefits after SDI benefits are no longer being paid. SDI benefits are payable when an employee is disabled for a non-work-related reason, which may include pregnancy; PFL benefits are for baby bonding and for providing care to a family member. Once an employee is no longer disabled, and (in the case of pregnancy) has given birth, their SDI benefits may cease and she may apply for baby bonding benefits under PFL.

Once an employee applies for PFL, there is a seven (7) day unpaid waiting period before the employee may start receiving benefits. However, an employee who previously served a waiting period before receiving SDI benefits will not have to serve another waiting period before receiving PFL benefits. Employees may use their accrued paid time off during the seven (7) day waiting period.

Paid Family Leave is administered by the State of California and may be modified by the State from time to time.

#### **4.12 DEATH OR CRITICAL ILLNESS IN IMMEDIATE FAMILY BEREAVEMENT LEAVE:**

An employee eligible for benefits, is eligible for bereavement leave upon the death of a qualifying family member. Eligible employees may take up to five (5) days of bereavement leave per occurrence. The first three (3) working days of bereavement leave shall be paid at the employee's regular rate of pay. The remaining two (2) days may be taken using the employee's accrued leave (such as annual PTO, Floating holiday, etc), at the employee's discretion.

Bereavement leave must be taken within three (3) months of the date of death and may be used consecutively or intermittently. Employees shall provide reasonable notice to the City Manager or designee to allow for operational planning.

Qualifying family members, include the employee's spouse, domestic partner, child, brother, sister, parent (including step family and in-laws), grandparents and grandchildren when the relationship of the person to the employee warrants such use of bereavement leave. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or critical illness to their Department Director.

The City may require reasonable documentation of the death, such as a death certificate, obituary, or funeral program, to be provided within thirty (30) days of the first day of leave. Bereavement leave is in addition to any other accrued leave or compensatory time and does not carry over year to year.

Leave to attend the funeral of a co-worker will be acceptable to the City upon Department Director approval consistent with maintenance of operations. Such leave is considered leave with pay and not charged to any other leave.

Conditions of Employment  
July 1, 2026 to June 30, 2027

#### 4.13 CONFLICT OF LAWS:

In the event of any conflict between the provisions of this Conditions of Employment and Federal or State laws, such Federal or State laws shall prevail.

### SECTION 5: LEGAL HOLIDAYS

#### 5.1 DESIGNATED LEGAL HOLIDAYS:

The City has established the following schedule of days that shall be observed as legal holidays by all affected regular full-time employees, at which time the City's administrative offices will be closed. The City observes twelve holidays and provides three (3) eight (8)-hour Floating Holidays.

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Friday following Thanksgiving	4th Friday in November
Christmas Eve	The day before or after*
Christmas Day	December 25
New Year's Eve	The day before or after*
Floating Holiday	Three Eight-Hour Days (24 Hours)

\*As determined by the City Council

When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday respectively shall be observed as the legal holiday. If the holiday falls on an employee's flex day, the flex day may be rescheduled within the same work week. Rescheduled flex days off that are rescheduled because a holiday falls on that day are subject to prior approval by the Department Director and appropriate notification to the Administrative Services Department.

Observance of a legal holiday on a Friday or Monday, at which time the City's Administrative offices will be closed, will not create overtime or the loss of time from an employee's leave bank if the holiday falls on a

Conditions of Employment  
July 1, 2026 to June 30, 2027

regularly scheduled flex day. The hours for any given holiday will relate to the number of hours of the employee's regular scheduled work day for that particular day.

Nothing in this Conditions of Employment shall preclude the City from declaring a holiday when a legal holiday has been declared by the President of the United States or the Governor of the State of California or the City Council.

## **5.2 FLOATING HOLIDAY:**

In the first pay period each January, full-time employees shall be granted three (3) eight-hour Floating Holidays (24 hours), to be scheduled and taken in accordance with the best interest of the City and the department or division in which the employee is employed.

Employees hired during the calendar year will receive prorated Floating Holiday hours based on date of hire. Floating Holiday hours shall be used in the calendar year in which they are earned, have no cash value, and shall not be paid out or carried forward; and therefore, agreement to this section constitutes a waiver of Labor Code section 227.3.

## **5.3 HOLIDAY PAY:**

- A. Unless otherwise provided herein, a regular full-time employee not working on a holiday will receive eight (8) hours holiday pay at their normal straight time rate, exclusive of shift or temporary or relief supervisory differentials. Said holiday pay shall not be paid if the employee is not in a pay status the last normal working day before a holiday or the first normal working day after such holiday. See Section 3.1 for definition of pay status. If a holiday occurs on an employee's regular nine (9) or ten (10) hour day, the employee must use one (1) or two (2) hour(s) of leave accrual, such as Annual PTO, floating holiday, or compensatory time to fulfill the nine (9) or ten (10) hour day.
- B. Holiday hours shall be used in the calendar year in which they are earned.
- C. Holiday-In-Lieu Bank: In the event an employee may be required to work on a paid holiday, the employee may bank the holiday hours up to a maximum of 40 hours per calendar year. Any unused holiday bank hours can be rolled over into the next calendar year.
  - a. In the event a management employee is required to work on a paid holiday, the employee will receive eight (8) Holiday-In-Lieu hours in their Holiday In-Lieu bank.
  - b. In the event a Miscellaneous employee is required to work on a paid holiday, the employee shall receive regular pay and will have the option of receiving overtime pay at time and one-half or bank the eight (8) hours in their Holiday-In-Lieu bank.
- D. If a holiday falls on a normal workday which is during an approved leave, at the employee's option the employee will not be charged for a leave day the day of the holiday, or may be given an additional day at the beginning or end of their leave. Holidays which fall on normal working days within an unpaid leave of absence, will not be counted as workdays and will not be recognized for pay purposes. For a Miscellaneous employee who is scheduled to work on a holiday but fails to report for work and fails to notify the City or provide evidence of an emergency is unexcused and will not receive payment for the holiday.

## **SECTION 6: WORKERS' COMPENSATION INSURANCE**

When an employee is injured on duty arising out of and in the course of employment (which shall not be construed as an employee's normal commute to and from work), such employee shall receive benefits and incur obligations as follows:

For a period not to exceed six months, commencing with the first day following such injury, while a full-time City employee is totally disabled from industrial injury and on accepted workers' compensation status, employee shall be compensated in an amount equal to such employee's base wages at the time of such disability, less the aggregate of (a) any workers' compensation benefits, and (b) any other disability payments made to such employee. Such payment shall be limited to said six-month period or until such employee is retired on permanent disability or terminated from the City's employment, whichever comes first.

An employee shall be entitled to benefits at the normal rate if the employee is on accepted workers' compensation status and in a pay status for up to six months as defined above.

The workers' compensation carrier of the City reserves the right to subrogate if a claim is filed by an employee against a third party.

## **SECTION 7: RETIREMENT PROGRAM**

A. The City shall continue to participate in the California Public Employees Retirement System (CalPERS). Under CalPERS, the City provides the 2%@55 Miscellaneous Plan formula for employees who are "Classic Members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA). Under CalPERS, the City provides, 2%@63 Miscellaneous Plan formula for employees who are "PEPRA Members" as defined by PEPRA. Employees who are classified as PEPRA are subject to the other CalPERS terms and conditions set forth in PEPRA.

B. City employees who are considered as "Classic Members" shall share in the cost of CalPERS coverage through payroll deduction as follows:

Employees will continue to contribute a portion of the required employer contribution equal to 4.5% of "compensation earnable." This 4.5% contribution by employees to the employer contribution will be considered to be a contribution towards the normal cost as defined under PEPRA.

In addition, the City's contribution toward Employer Paid Member Contribution (EPMC) shall be reduced as follows:

Three and one-half percent (3.5%) of normal contribution of the Employer Paid Member Contribution (EPMC) and Four and one-half percent (4.5%) "compensation earnable" by employees to the employer contribution will be considered to be a contribution towards the normal cost as defined under PEPRA.

C. City employees who are considered "PEPRA Members" shall pay the full member contribution amount. However, PEPRA Members will not contribute toward any portion of the required employer contribution.

D. The City shall continue to report the value of the EPMC on all reportable compensation subject to CalPERS for all employees as approved and adopted by Resolution.

## **SECTION 8: HEALTH BENEFITS PROGRAMS**

### **8.1 LIFE INSURANCE:**

- A. The City will pay the full premium for an employee-only term life insurance policy as follows:
- a. Miscellaneous Personnel: Term life insurance coverage equal to one (1) times the employee's annual base salary, with a minimum benefit of Fifty Thousand Dollars (\$50,000.00).
  - b. Management Personnel: Term life insurance coverage equal to one (1) times the employee's annual base salary, with a minimum benefit of One Hundred Thousand Dollars (\$100,000.00) term life insurance policy.
  - c. In accordance with IRS regulations, the value of employer-paid group term life insurance coverage exceeding Fifty Thousand Dollars (\$50,000) shall be treated as taxable income to the employee.
  - d. Retirees: Employees retiring with 20 years or more of continuous service with the City and enrolled in the City's group life insurance program at the time of retirement, may continue to be covered in the City's group life insurance program at City expense for a life benefit of \$10,000. Extended coverage will not include AD&D benefits.

### **8.2 HEALTH INSURANCE:**

The City will maintain the current health insurance program with the Public Employees Retirement System (PERS) Medical and Hospital Care Act (PEMCHA) pursuant to Government Code Section 22850. The health insurance program shall be available to all regular full-time employees and retirees. The City will contribute the PEMHCA statutory minimum on behalf of each participant in the program. The PEMHCA statutory minimum for 2026 is \$162 per month, and changes each year in accordance with Government Code section 22892(b). In addition, the City shall make contributions to a flexible spending cafeteria plan in accordance with Internal Revenue Code Section 125 for all active employees, and to a health savings account for all retirees as follows:

- a. Each eligible employee or retiree may select from the health plans available through CalPERS and offered in the employee's or retiree's geographic service area.
- b. The City will contribute the full premium cost of the most affordable and comprehensive network HMO plan available in Ventura and Santa Barbara Counties that employees are eligible to enroll in ("base plan"), i.e., employee only, employee plus one, or family; less the PEMHCA statutory minimum and less the employee's contribution. The City Manager will designate the base plan during the open enrollment period. Employees shall be responsible for the difference of any health insurance premium which exceeds the City's contribution amount (the difference between the premium of their elected plan and the designated base plan) deducted the first pay period of the month.
- c. Health insurance coverage for newly hired employees will commence on the first day of the month following one full month of employment. If hired prior to the 15th day of the month, the month of hire will count as a full month of employment and coverage will be effective the first

Conditions of Employment  
July 1, 2026 to June 30, 2027

day of the following month. If hired after the 15th day of the month the month of hire will not count as a full month and the following month will be the first full month of employment.

- d. For covered employees who terminate during the Fiscal Year, such health insurance coverage shall end on the last day of the month following when said termination becomes effective, except that the provisions of COBRA may be applied at the employee's option. Covered employees who retire from the City under PERS may, at their option, continue such coverage without interruption pursuant to the provisions of the PERS Health Program.

### **8.3 DENTAL INSURANCE:**

The City will provide 100% of the premium charged to maintain a Dental Insurance Plan for eligible employees and, where appropriate, dependent coverage. The City will retain control over the administration of the dental insurance program subject to maintenance of equivalent benefits to the extent it is within the control of the City. COBRA benefits may be applied at the employee's option. Dental coverage will commence on the first day of the month following one full month of employment.

### **8.4 DEFERRED COMPENSATION PROGRAM:**

A deferred compensation plan will be available to employees with participation on a voluntary basis.

### **8.5 STATE DISABILITY INSURANCE:**

The City participates in the State Disability Insurance Program, at employee expense, to provide coverage for non-industrial injuries.

The City reimburses management employees in this classification for payroll deductions made on base salary for State Disability Insurance.

### **8.6 SHORT-TERM/LONG TERM DISABILITY PROGRAM:**

In addition to coverage under the State Disability Insurance Program, the City provides eligible full-time employees with additional short-term disability coverage to integrate with SDI for a

weekly benefit of 60% of covered earnings and a long-term disability program to provide a monthly benefit of 66 2/3% of covered earnings, such coverage to be at City expense. This program will be at the expense of the City.

### **8.7 FICA MEDICARE TAX:**

All employees hired after April 1986 are subject to FICA Medicare taxes in accordance with Federal regulations. Miscellaneous employees shall have the employee share of said Medicare Tax deducted from their paycheck. The City will reimburse the management employees for payroll deductions made on base salary for FICA Medicare Tax.

### **8.8 SPECIAL PAY:**

For management employees, pursuant to Sections 8.5 and 8.6, reimbursement equal to the payroll deduction for the employee's annual cost for SDI and/or FICA Medicare tax will be prorated over the

Conditions of Employment  
July 1, 2026 to June 30, 2027

twenty-six (26) payroll periods and paid to the employee on the regular bi-weekly payroll check as "Special Pay".

#### **8.9 FLEXIBLE BENEFIT PROGRAM ALLOWANCE:**

- A. Active regular employees shall be credited with a Flexible Benefit Program Allowance. for each calendar year. The City will increase the allowance by 2% annually. Effective January 1, 2026, the allowance is \$1,389.83. Effective January 1, 2027, the allowance is \$1,417.62. This benefit is based on a calendar year and the allowance will be pro-rated for new employees.
- B. The purpose of the Flexible Benefit Program Allowance is to provide reimbursement to the covered employee for eligible medical and health-related costs not otherwise covered by health insurance or subject to reimbursement from any other source or to participate in other benefits provided by the Flexible Benefit Program. Payment of medical costs, not covered by insurance, must be prescribed by a physician or determined by the Internal Revenue Service (IRS) to be an eligible health-related expense.
- C. In addition to reimbursement for eligible medical and health related costs and dependent care, the employee will have the option to purchase benefits offered through the Flexible Benefit Program Allowance. The level of participation in benefits provided by the Flexible Benefit Program Allowance will be at the option of each employee. Employees may cash out a portion of any unused allowance up to \$810 of the Flexible Benefit allowance, subject to applicable payroll taxes or contribute such amount to their 457 plan up to the legally allowed maximum and with proper notice. The balance must be used for health- related expenses.
- D. Reimbursement for bona fide health-related expenses, which may be eligible expenses under the Flexible Benefit Program Allowance may be subject to payroll taxes unless related to a particular medical condition and so prescribed by a medical doctor.
- E. The City will revisit the annual Flexible Benefit Program Allowance taking inflation into consideration.

#### **8.10 OUTSIDE COVERAGE OPTION:**

- A. The employee is not required to select or participate in any health/dental insurance program provided by the City, but such employee must provide satisfactory documentation that he/she is covered by an alternative health/dental insurance program.
- B. Those employees with proof of health and insurance coverage who choose not to participate in the City's group health insurance and/or dental insurance program due to the availability of other coverage through a spouse's employer, the military, or other source, will receive, in addition to the Flexible Benefit Program allowance, a benefit allowance equal to fifty percent (50%) of the monthly premium charged for the annual single coverage in the PERS basic HMO Plan available to this group of employees. An employee shall receive this monthly benefit allowance calculated and paid bi-monthly as a cash payment, with such payment subject to payroll taxes.
- C. Those eligible employees who participate in the City's group health insurance program and have an eligible spouse or family dependents, but select single coverage and choose to cover any dependents under insurance offered through a spouse's employer, the military, or other source will receive, in addition to the Flexible Benefit Program Allowance a benefit equal to 25% of the monthly premium

Conditions of Employment  
July 1, 2026 to June 30, 2027

changed for the single coverage in the PERS basic HMO Plan available to this group of employees. An employee shall receive this monthly benefit allowance calculated and paid bi-monthly as a cash payment, with such payment subject to payroll taxes

#### **8.11 FITNESS PROGRAM:**

- A. The City agrees to reimburse regular full-time employees at the rate of up to \$600.00 per Fiscal Year for the employee's personal fitness costs, as approved by the City Manager. Eligible covered fitness reimbursement: Fitness Programs (such as yoga, Pilates, cycling, dance, etc.)
  - a. Fitness Subscriptions (such as Peloton)
  - b. Gym Membership
  - c. Weight Management Programs (such as Weight Watchers)
- B. To qualify for reimbursement, employees must submit proof of payment and documentation of membership under the employees' name from the fitness provider. For family memberships, the City will reimburse an amount equivalent to the cost of an individual membership.
- C. Reimbursement for fitness expenses not listed above, will be subject to the City Manager's discretion and approval. To avoid declination of reimbursement, items not listed should be pre-approved by the City Manager, or designee. Declination of reimbursement for items not listed are not grievable.
- D. Reimbursement requests will be processed and paid quarterly in the months of September, December, March, and June.
- E. This benefit will be made available to each benefited employee subject to budgetary constraints and fiscal allocation.

### **SECTION 9: SERVICE AWARDS**

The City of Carpinteria has established appropriate service awards to recognize continuous service with the City at milestone years of continuous service in five-year increments.

### **SECTION 10: EDUCATION/TRAINING AND PROFESSIONAL DEVELOPMENT**

#### **10.1 TRAINING PROGRAMS:**

The City recognizes the importance of training programs and advancement of employees to higher skills and encourages employees to participate in programs to improve their performance on the job. All direct costs for all training or instruction required by the City shall be paid for by the City, provided however that no overtime shall accrue to employees for travel time to or from any training program conducted on a non-City site. The City agrees that all direct costs of all training or instruction required by the City shall be paid for by the City.

- A. To the extent funding is available, the City shall provide for tuition and textbook reimbursement for regular full-time employees to a maximum of \$200 per Fiscal Year.

Conditions of Employment  
July 1, 2026 to June 30, 2027

- B. Only educational course work recommended by the city and directly related to the affected employee's position with the City will be considered for reimbursement. Only costs for the books required for approved courses shall be deemed reimbursable. All applications for reimbursement shall be approved by the City Manager or their designee prior to enrollment in the coursework. Reimbursement will be made upon written proof that the employee received a final grade of B or better or, in the case of a non-grade course received a Pass or Satisfactory final grade.
- C. Meeting, travel and/or training expenses will be paid and/or reimbursed with prior authorization by the City Manager or their designee as described above and in conformance with the City's Travel and Expense Reimbursement Policy.
- D. Management Personnel: Charges for tuition, books and supplies for educational courses, not required by the City but directly related to the management employee's position with the City, and having prior written approval of the Department Director and City Manager will be reimbursed upon presentation of satisfactory completion of such training. It is the policy of the City to provide paid membership in approved professional associations for management employees as budgeted and subject to approval by the City Manager. This policy also includes publications associated with membership and other educational materials. The City encourages management employees to attend professional conferences subject to budgetary restraints and fiscal allocation.

## **SECTION 11: MISCELLANEOUS POLICIES**

### **11.1 PHYSICAL EXAMINATION:**

The City encourages all employees to have an annual physical examination as provided for under our health insurance benefits.

### **11.2 DRESS AND DECORUM:**

- A. All employees shall observe professional standards of dress, and decorum considered suitable for general public contact based on current social standards as interpreted by the City Manager.
- B. While on duty, Code Compliance officers shall wear official City-issued uniforms. Field uniforms are not to be worn off duty. If a uniform is worn going to or from work, in order to not give the appearance of an employee being on duty when he/she is officially off duty, the City's uniform insignia must not be visible on public service uniforms.
- C. Employees will comply with standards of dress consistent with the positive representation of the City government through its employees. Employees are also to comply with any uniform requirements and wear all safety apparel and equipment required for their position. No dress codes other than the above standard are to be established in the various departments.

### **11.3 EMPLOYEE RESPONSIBILITIES:**

Each employee shall comply with all safety laws, rules and regulations and adopted polices of the City in performing the duties required of their position; and shall not willfully violate any of the provisions of the ordinances and resolutions which have been adopted and/or prescribed by the Carpinteria City Council or City Manager.

Conditions of Employment  
July 1, 2026 to June 30, 2027

#### **11.4 DEATH BENEFIT:**

For miscellaneous employees, the City shall pay a death benefit in the amount of One Thousand Dollars (\$1,000) directly to the spouse or legal heirs of any affected employee within seventy-two hours of the death of any affected employee as the result of any industrial injury or illness as defined by Cal OSHA Publication #120-A, sustained by such employee while on duty within the course and scope of their employment with the City of Carpinteria.

For management employees, the City shall pay a death benefit in the amount of Two Thousand Five Hundred Dollars (\$2,500) directly to the spouse or legal heirs of any Management Employee within seventy-two hours of the death of any management employee as the result of any industrial injury or illness as defined by Cal OSHA Publication #120-A, sustained by such employee while on duty within the course and scope of their employment with the City of Carpinteria.

#### **11.5 TRANSLATION PAY:**

- A. Any employee who the City Manager determines is required on a regular and frequent basis to translate/interpret shall be paid for translating/interpreting skills in the amount of \$50.00 biweekly (Level I). Any employee, who is required, on a daily basis, to translate/interpret shall be paid \$95.00 biweekly (Level II).
- B. Translating responsibilities shall not be required as terms of employment.
- C. Before receiving bilingual pay, an employee shall be certified by the City as possessing the skills necessary to communicate effectively with the public in English and a second language for the purpose of conducting City business.
  - 1. Level I — Written and/or Conversational Bilingual. Employees proficient in a second language at an advanced level must meet the following criteria:
    - a. The employee must pass the bilingual competency test administered by the City, and
    - b. The employee shall provide basic oral translations as part of their regular job duties.
  - 2. Level II — Bilingual Translators. Employees who pass a skills-based test administered by the City to demonstrate advanced plus competency in written translation and oral interpretation.

The employee shall provide oral communication and translation, as well as written translations, as part of their regular job duties.

#### **11.6 MOVE-UP PAY OR TEMPORARY ASSIGNMENT:**

When in the best interests of the City, the City Manager may approve a Move Up or Temporary Assignment of a probationary or regular employee to a higher-level classification than that for which he/she is currently assigned and being compensated, in accordance with the following:

- A. Eligibility Requirements
  - a. The City Manager has the sole discretion to determine if a Move Up or Temporary Assignment is needed and has the sole authority to deny or approve assignment, without any right to grievance or appeal.

Conditions of Employment  
July 1, 2026 to June 30, 2027

- b. The employee appointed to work in a Move Up or Temporary Assessment must be capable of handling the major duties of the higher-level classification without any more supervision than an employee who regularly works in the higher classification.
- c. To be eligible for Move Up or Temporary Assignment, the employee must be required to work more than five (5) working days in succession in the higher classification.
- d. Should an employee be hired to fill a higher classification position during a period of Move Up or Temporary Assignment, the employee's time worked in a higher classification shall not count toward the completion of probationary requirements for the higher classification, unless expressly established as a condition of hiring.

**B. Amount of Move Up or Temporary Assignment Pay**

- a. An employee shall receive compensation equal to ten percent (10%) above the employee's regular base salary, for work performed within the scope and responsibilities of the higher classification and will continue to receive the additional pay for the duration of assignment. Base salary is defined as the base salary paid to the employee without additions for overtime, medical insurance, longevity, expense or other benefits.
- b. In no event shall the employee receive an amount greater than the base salary for the maximum step for the higher classification.
- c. An employee shall not receive any other benefit assigned to the higher classification that they are not already receiving.
- d. While working in an out-of-class assignment, an employee shall continue to accrue, and have recorded, normal step increases in the employee's regular position.

**C. Move Up or Temporary Assignment Pay Does Not Apply to the Following:**

- a. The mere performance of certain portions of the higher position or assisting with certain duties of the position is filled.
- b. Where the temporary assignment is a replacement of an employee on vacation.
- c. When the City has activated the Emergency Operations Center (EOC). When the EOC is activated, all public employees are declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law. During a time of emergency, employees may work modified job duties and/or may be asked to take on tasks outside of their normal responsibilities to work in support of emergency operations and such activities and/or duties are not eligible for Move Up or Temporary Assignment Pay.

**11.7 PARTICIPATION IN CITY-SPONSORED RECREATION PROGRAMS:**

The City agrees to provide special employee rates to currently employed, regular full-time employees and their immediate family members who wish to participate in City-sponsored Parks and Recreation Department Programs. All fees are payable in advance of participation in the program. Requests for

Conditions of Employment  
July 1, 2026 to June 30, 2027

employee rates for City-sponsored programs should be in writing and approved by the Parks and Recreation Director and scheduled with the appropriate recreation program supervisor.

- A. Eligible employees will receive a fifty percent (50%) discount on tuition and registration only for City-sponsored recreation programs. Individual enrollees will be responsible for any ala carte activities scheduled in the programs, e.g. field and/or camping trips, movies, special meals, etc. A discount on recreation rental equipment is dependent upon availability.
- B. The annual fee for Community Pool Family Membership will be discounted Seventy- five percent (75%). The fee will include participation in the Masters' Program, Lap Swimming, Recreational Swimming and Water Aerobics.

#### **11.8 EQUAL EMPLOYMENT OPPORTUNITIES:**

- A. The City apply equally to all employees covered herein without favor or discrimination because of race, creed, color, sex, pregnancy (including childbirth, breastfeeding and/or related medical conditions), sexual orientation, age, national origin, religion, political or religious affiliations, organization membership, marital status, ancestry, military or veteran status, medical condition (genetic characteristics, cancer or a record or history of cancer), gender, gender identity, or gender expression, genetic information, or any other classification protected by state, federal or local law. The City will not discriminate against a qualified individual with physical or mental disability with regard to employment.
- B. The City commits themselves to the goal of equal employment opportunity in all City services encourages its employees to assist in the implementation of the City's Equal Employment Opportunity commitment.

#### **11.9 GRIEVANCE PROCESSING (Miscellaneous Employees):**

##### **A. Purpose**

- a. To promote employee morale and productivity by establishing a forum for resolving problems in the workplace by communication between employer and employee.
- b. To provide a just and equitable method for resolution of grievances.
- c. To afford employees, a systematic means of obtaining further consideration of problems after every reasonable effort through discussions has failed to resolve them.
- d. To provide that grievances shall be settled as nearly as possible to the point of origin and shall be as informal as possible.

##### **B. Grievance Defined**

- a. Grievance shall be defined as a claim by an employee or group of employees adversely affected by an alleged violation, misinterpretation or misapplication of department-wide policy or City rules, regulations, resolutions, ordinances, or memoranda of understanding applicable to the employee, except as follows: Appeals of disciplinary actions of demotion, suspension, dismissal or probationary terminations.

Conditions of Employment  
July 1, 2026 to June 30, 2027

- b. Management has the right to establish policies governing the operation of City departments. However, allegations also subject to the grievance procedure are those in which the complaint concerns an inconsistent application of policy where the inconsistency results in a denial of the employee's rights under those policies defined in "A" above.

#### C. Initiation of Grievance

- a. No act or activity which may be grievable may be considered for resolution unless a grievance is filed in accordance with the procedure contained herein within twenty (20) working days of the date the alleged activity/violation occurred or the date the employee became aware such activity/violation occurred.
- b. In no event shall any grievance be accepted for consideration more than 6 months from the action or incident claimed as its basis regardless of the date of discovery. If the grievance is not presented within the time limitation herein provided, it shall be deemed not to exist.

#### D. Grievance Processing

- a. The City may designate an officer for the purpose of investigating and/or processing grievances. Upon the request of the employee, the officer shall conduct and/or assist in the investigation, preparation and processing of grievances.
- b. Prior to engaging in grievance handling, the officer shall notify their immediate supervisor of a request for assistance no later than five days prior to the requested time. The supervisor shall approve time for grievance processing during the scheduled work day hours prior to the steward or officer beginning the investigation, preparation and processing of grievances.
- c. Both the officer and management will cooperate in expediting the grievance handling process. The employee and the officer shall be afforded reasonable grievance handling time to jointly handle the grievance. It is agreed that every effort will be made to resolve grievances in an informal and timely manner as the first step in this process.

#### E. Procedure

##### Step One

Any employee who has a grievance shall first try to settle it through discussion with their immediate supervisor without undue delay.

Every effort shall be made to find an acceptable solution at the lowest possible level of supervision. The supervisor has seven (7) working days to respond to the grievant. Any grievance settled at this step shall be subject to the review and confirmation of the respective Department Director before the settlement may become effective. Such review will occur within seven (7) working days or the grievance shall automatically be moved to Step 2. In the event the Department Director does not confirm the settlement, the grievant may initiate Step 2 of this procedure.

##### Step Two

If a grievance is not settled in Step 1 or no response was forwarded to the grievant, he/she may file a formal

Conditions of Employment  
July 1, 2026 to June 30, 2027

grievance in writing to their Department Director within ten (10) working days

after receiving the informal decision from their immediate supervisor or when decision was due. The grievant must submit their grievance in writing and must also explicitly specify the policy or the particular section of the Conditions of Employment, rule, resolution, or ordinance the violation of which is being alleged as the basis for the grievance. The remedy requested must also be specified. No modifications in the violation being alleged shall be made subsequent to filing unless mutually agreed to by both the City and the grievant.

The Department Director, after receiving the formal grievance, has ten (10) working days to render a decision in writing.

### Step Three

If the grievance is not settled or an answer not forthcoming in Step 2, the grievant may appeal, in writing, within seven (7) working days from the expiration of the time limit for such decision under Step 2 or within seven (7) working days from the receipt of the decision of the Department Director to the City Manager.

Within ten (10) working days from receipt of appeal, the City Manager, shall deliver a written decision to the grievant.

### Step Four

If the grievance is not settled or disposed of at Step 3, the grievant may request the services of a mediator from the State Mediation and Conciliation Service.

The grievance will be settled through mediation and both parties will agree to abide by the decisions made in the mediation process.

Under no circumstances will grievances of any kind for any reason proceed beyond the mediation process.

## **11.10 DISCIPLINARY PROCEDURES:**

A regular, non-probationary employee may be terminated involuntarily or otherwise disciplined for cause, including, without limitation, for violating the provisions of this agreement, poor performance, misconduct, excessive absences, tardiness, insubordination, dishonesty and submitting false or misleading time records or expense reimbursement forms. Without limitation, disciplinary action may include oral or written warnings, suspension without pay, reduction in pay, being placed in a probationary status or termination. When appropriate, progressive discipline will be used, with the disciplinary action being taken dependent on factors including, the severity of the incident on which the disciplinary action is based, the disciplinary history of the employee, and the effect of the incident, act or omission on City services, reputation and other employees. However, the nature of the disciplinary action will depend on the particular circumstances involved, and is at the discretion of the City.

## **11.11 CITY PROPERTY:**

Desks, file cabinets, lockers, computers, tools and other equipment are property of the City and must be maintained in good condition in accordance with the City's policies, rules and regulations.

Conditions of Employment  
July 1, 2026 to June 30, 2027

They must be kept clean and are to be used only for work-related purposes. If the City property is lost, or damaged, report it to your supervisor at once. No property may be removed from the premises without the prior authorization of your supervisor.

In order to ensure compliance with this provision and with the City's policies, rules and regulations, the City reserves the right to inspect all City property, without notice to the employee and/or in the employee's absence.

For security reasons, personal belongings of value should not be left in the workplace. The City is not responsible for lost or stolen personal belongings.

Employees should take reasonable steps to protect City property from theft. Employees should immediately inform management if theft of City property is suspected. However, employees should not attempt to stop the theft of City property if doing so poses any risk whatsoever of endangering the safety of the employee or others.

Immediately upon termination of employment, all property of the City (keys, tools, manuals, etc.) must be returned to the City. All personal items should be removed at the time terminated employees leave the premises of the City. Unless otherwise agreed to in writing, if a terminated employee leaves personal items at the workplace, these items are subject to disposal if not removed within five (5) days of the date of the employee's termination.

#### **11.12 CELL USE PHONE POLICY:**

The City may provide certain employees with cellular phones that are to be used only for official City business. The City recognizes that employees may need to use their personal cell phone during working hours due to particular family or personal situations. Employees should limit the use of personal cell phones during working hours, to reasonably necessary communications, and use of a personal cell phone should not interfere with City operations or the performance of job duties. If an employee abuses the use of personal cell phone during working hours, at the City Manager, at his discretion, may require that the employee not use personal cell phones during working hours.

In compliance with California Motor Vehicle Code 23123, employees are not to dial any cell phone while driving, except to call a public safety agency. Employees may not receive incoming calls while driving unless the cell phone can be safely operated in a hands-free mode. For employees with hands free cell phone operation, in the event an employee receives an incoming call while driving, the employee should either safely pull off the road to converse, inform the caller that he or she will return the call, or ask the caller to call again to allow the employee to reach a place where it is safe to use the phone. While driving, employees are prohibited from using any cell phone to text message, read or send e-mail, or any similar operations. While driving, employees are also prohibited from engaging in any activity or conduct that would constitute distracted driving or otherwise constitute an unsafe driving practice.

#### **11.13 FITNESS FOR DUTY EXAMINATION:**

Whenever the City Manager, or the Human Resources/Risk Manager, believes that an employee is unable to perform the essential functions of their job safely due to illness or injury, or is unable to perform the essential functions of their job safely or without posing a danger to themselves or others, the City may require the employee to submit to an independent medical examination at the City's expense.

Such medical examination will be limited to the issues or areas of concern

regarding the employee's ability to perform the essential functions of their job. If, after the independent medical examination, the City determines that the employee cannot perform the essential functions of their job, or cannot perform such essential functions safely or without posing a danger to himself/herself or others, the employee will be given the opportunity to provide the results of a separate medical evaluation by a qualified health care provider selected by the employee, within fifteen (15) days of the employee's receipt of a medical evaluation from the City. In the event of a difference of opinion between the City's and the employee's health care providers, the City may require a third opinion, at the City's expense, performed by a mutually agreeable health care provider who will make a final determination.

#### **11.14 REASONABLE ACCOMMODATION:**

The City of Carpinteria is committed to ensuring equal employment opportunities for disabled applicants and employees. It is the policy of the City of Carpinteria to comply with the Federal Americans with Disabilities Act ("ADA") and the California Fair Employment and Housing Act ("FEHA"). Every reasonable effort will be made to provide an accessible work environment for such employees and applicants. The City of Carpinteria will not discriminate against disabled employees. The City of Carpinteria provides reasonable employment-related reasonable accommodation(s) to permit an applicant or employee to perform the essential functions of the job, as defined by law, to qualified individuals with disabilities, and will engage in the interactive process within the meaning of the ADA and FEHA.

**ATTACHMENT B**

**Redline COE for Management and Miscellaneous Personnel**

Conditions of Employment  
July 1, 202~~5~~<sup>6</sup> to June 30, 202~~6~~<sup>7</sup>

**CITY OF CARPINTERIA  
CONDITIONS OF EMPLOYMENT**

**EFFECTIVE JULY 1, 202~~5~~<sup>6</sup>**

TABLE OF CONTENTS

SECTION NUMBER PAGE NUMBER

SECTION 1: CLASSIFICATION..... 2

SECTION 2: WORK SCHEDULE..... 2

SECTION 3: COMPENSATION AND BENEFITS..... 4

SECTION 4: LEAVE REGULATIONS ..... 9

SECTION 5: LEGAL HOLIDAYS..... 20

SECTION 6: WORKERS' COMPENSATION INSURANCE..... 23

SECTION 7: RETIREMENT PROGRAM..... 23

SECTION 8: HEALTH BENEFITS PROGRAMS..... 24

SECTION 9: SERVICE AWARDS..... 28

SECTION 10: EDUCATION/TRAINING AND PROFESSIONAL DEVELOPMENT..... 28

SECTION 11: MISCELLANEOUS POLICIES ..... 29

~~APPENDIX A PERSONAL USE OF TELECOMMUNICATION EQUIPMENT, ELECTRONIC MAIL,  
VOICE MAIL AND OTHER COMPUTER SYSTEMS..... 37~~

~~APPENDIX B SUBSTANCE ABUSE POLICY..... 40~~

~~APPENDIX C HARASSMENT, DISCRIMINATION AND RETALIATION..... 48~~

~~APPENDIX D RETURN TO WORK..... 54~~

## SECTION 1: CLASSIFICATION

Miscellaneous Personnel: For the purpose of the Conditions of Employment (COE), this category includes non-exempt full-time positions that are not classified as Management Personnel and are not represented by SEIU Local 620.

Management Personnel: For purposes of the COE, this category includes exempt, full-time positions designated as Executive Management, Mid-Management or Management.

Position titles, exempt status, management designation, and salary bands are set forth by salary resolution approved by the City Council.

### 1.1 EMPLOYER/EMPLOYEE RELATIONSHIP:

- A. Employees in the Miscellaneous Personnel category are full-time employees. None of the positions are exempt from overtime requirements of the Federal Fair Labor Standards Act and, as with other non-exempt employees, all overtime must be authorized in advance (unless in emergency) by the affected employee's ~~d~~Department-head Director.
- B. Employees in the Management Personnel category are ~~classified as a~~ salaried, at-will employees and not hired for any specified term. Accordingly, the employee is free to resign from their position at any time, with or without cause, upon oral or written notice to the City Manager and, similarly, the City may end its employment relationship with the employee or change their status (i.e., modify the position, implement a demotion, adjust wages, etc.) at any time, with or without cause, upon oral or written notice to the employee. None of the provisions of ~~this~~ COE ~~for Management Personnel~~ are intended to modify this employment relationship.

### 1.2 PERSONNEL RULES:

- A. Management and Miscellaneous Personnel are designated in the salary resolution adopted by the City Council. employees are defined in the Personnel Rules, and those definitions are adopted for use in these COE as well. The City intends to continue to review and develop revised personnel rules, regulations, and grievance procedures, employee handbook, job classifications and job descriptions.
- B. Management employees serving in Executive Management, Mid-~~m~~Management, and Management positions are exempt from the City's Personnel Rules. They are "at-will" employees, serving at the pleasure of the City Manager. By the executive, administrative and/or technical nature of their positions, they have been determined to be exempt from the overtime requirements of the Federal Fair Labor Standards Act.

## SECTION 2: WORK SCHEDULE

### 2.1 OVERALL POLICY FOR WORK SCHEDULES:

This policy provides a uniform set of guidelines relating to work hour schedules as set by the City. Alternate work schedules may be permitted or required of employees in those departments where

it will not result in a reduction in the quality of level of service as authorized by the appropriate Department [HeadDirector](#) and approved by the City Manager.

The City agrees that the normal regular work schedules for full time employees in the competitive service shall be eighty (80) work hours in a two-week period, i.e., every other week, employees may have a Regular Day Off. A Department [HeadDirector](#) has the discretion to assign the Regular Day Off within the two-week period. The Regular Day Off shall normally be part of three consecutive days, including a weekend.

A Department [HeadDirector](#) shall only require an employee to involuntarily transfer to a work schedule for good and sufficient business reasons.

Time sheets shall reflect 80 hours worked in the pay period unless a full day absence has been taken, or a partial day absence has been taken pursuant to Section 3.5, either of which should be reported using appropriate accruals.

Time sheets shall be electronically submitted in the City's electronic timekeeping system by each individual employee.

The work period shall be consistent with the provisions of the Fair Labor Standards Act (FLSA).

## **2.2 WORK SCHEDULES DEFINED:**

### **9/80 Work Schedule:**

Employees permitted or required to work on a 9/80 schedule shall have their work week defined as forty (40) hours each week to comply with the provisions of the Fair Labor Standards Act (FLSA). For all employees working the 9/80 schedule, the workweek shall begin exactly four (4) hours after the start of their eight (8) hour shift on the day of the week which constitutes their alternating regular day off.

### **4/40 Work Schedule:**

Employees who work a 4/40 work schedule typically work 10 hours/day for four (4) days. Regular work hours for the 4/40 schedule will be 10 hours/day.

### **5/40 Work Schedule:**

Employees who work a 5/40 work schedule typically work eight (8) hours/day for five (5) consecutive days. Regular work hours for the 5/40 schedule will be eight (8) hours/day.

### **Flexible Work Schedules:**

Consistent with the needs of the City (e.g., City Council Meetings, Boards, Commissions, and Committees, and other City special events), employees are not necessarily required to work a fixed schedule. Arrival and departure times, meal and break times, and the length of the workday may vary from time to time as determined by the Department [HeadDirector](#). Flexible work schedule (Flextime) permits options for starting and quitting time. Example: Monday – Thursday, 7:00 a.m. – 6:00 p.m.; 1-hour lunch break. Over the course of an employee's normal work schedule, the employee shall utilize a combination of work time, annual leave time, holiday time, and/or other City authorized leave time equal to 80 hours.

Individuals may request flexible work schedules which meet their personal needs, however, the flex day selected is subject to the operational needs and requirements of the department as determined by the City Manager.

The program will be evaluated on an on-going basis regarding personal performance standards, as well as monitoring staffing needs to ensure that the public is being appropriately served. Continuation of such schedules shall be subject to review and approval of the City Manager.

### **SECTION 3: COMPENSATION AND BENEFITS**

#### **3.1 PAY STATUS:**

An employee is considered to be in pay status and eligible for benefits under any of the following circumstances:

- While working regular hours
- While on authorized Leave Bank hours
- While on authorized PTO
- Injured on Duty (IOD) status
- While on authorized jury duty
- Management Leave (~~M~~management employees)
- Compensatory time off (~~M~~miscellaneous employees)

The City Manager may authorize coverage of benefits on an individual basis for employees on authorized leave without pay for a period of up to four (4) months when it is deemed appropriate or is otherwise required by law.

#### **3.2 METHOD OF PAYMENT:**

Employees shall be paid on a bi-weekly basis and pay checks will be available on the Thursday afternoon following the close of the regular pay period unless holidays or circumstances beyond the control of the City occur in which case all necessary action will be taken to ensure that individual pay checks are available with a minimum of delay.

Employees are encouraged to take advantage of direct deposit of payroll checks. Upon request, payroll checks may be directly deposited to an employee's checking or savings account.

#### **3.3 BASE WAGE ADJUSTMENT:**

Employees may be eligible to have their base wages adjusted pursuant to the results of an annual performance-based employee evaluation and within their position's salary range of the classification. The evaluation format shall be determined by the City Manager or their designee.

Employees hired or promoted on or before June 30, 2022, will have an annual evaluation on July 1 and effective the first full pay period after July 1, may be eligible to have their base wages adjusted pursuant to the results of an annual merit-based performance evaluation.

Employees hired or promoted on or after July 1, 2022, will receive a 12-month evaluation on the one-year anniversary date of hire or promotion and may be able to have their base wages adjusted

pursuant to the results of the evaluation and within the position salary range of the classification. Each year thereafter, the employee will have an annual evaluation on their anniversary date of hire or promotion.

- A. The result of the Performance Rating shall be used by the City Manager to determine the appropriate increase to the base wage as illustrated in the Merit Increase Matrix.
- B. ~~For Fiscal Year 2025-26, p~~Performance-based merit increases ~~will~~shall be a ~~maximum~~ limited to five percent (5%) and within the salary range of the employee's classification.
- C. The City Manager may approve an additional merit increase up to 10%.
- ~~C.D. Cost-of-living adjustments approved by the City Council shall be reflected in the salary schedules adopted by resolution of the City Council. Consistent with the City's current practice and the approach used for SEIU-represented employees, cost-of-living adjustments shall be applied to employee salaries effective the first full pay period in July.~~
  - ~~a. For Fiscal Year 2025-26 (effective July 1, 2025: 3.1% cost of living adjustment (COLA) will be applied to the salaries of Management and Miscellaneous staff, based on the California Consumer Price Index (CPI) for March 2025, specific to the Los Angeles-Long Beach-Anaheim area effective the first full paid period of July.~~
- D.E. All wage increases are subject to availability of funds as authorized by City Council.

**MERIT INCREASE MATRIX**

Rating	Salary Relative to Position Control Point		
	84.2105% to 94.7368%	94.7369% to 105.2632%	105.2633% to 115.7895%
4.6 and Above	8.0000%	7.0000%	6.0000%
4.4	7.5000%	6.5000%	5.5000%
4.2	7.0000%	6.0000%	5.0000%
4.0	6.5000%	5.5000%	4.5000%
3.8	6.0000%	5.0000%	4.0000%
3.6	5.5000%	4.5000%	3.5000%
3.4	5.0000%	4.0000%	3.0000%
3.2	4.5000%	3.5000%	2.5000%

3.0	4.0000%	3.0000%	2.0000%
Less than 3.0	0.0000%	0.0000%	0.0000%

**3.4 OUTSTANDING OBLIGATIONS UPON TERMINATION:**

If an employee has any outstanding obligations due to the City, such as advance use of any benefits or lost or damaged equipment, at the time of termination, the employee will be so notified and requested to reimburse the City for any such outstanding obligations due to the City.

**3.5 REPORTING HOURS WORKED:**

The individual employee is responsible for accurately reporting all hours worked. Hours worked shall be reported in not less than quarter (1/4 or .25) hour increments of time actually worked. Time worked 7 1/2 minutes or less will not be reported and time worked in excess of 7 1/2 minutes will be reported as a quarter (.25) hour. Such time shall be verified by the employees' supervisor.

**3.6 BREAKS:**

Each affected employee shall be entitled to an unpaid lunch period of thirty (30) to sixty (60) minutes and two paid breaks per eight-hour working day. The morning break and the afternoon break are fifteen (15) minutes. Breaks shall not be taken earlier than one hour after starting work in the morning or lunch, or later than one hour before lunch or the end of the working day.

Breaks do not accumulate and will be coordinated with the employee's supervisor.

**3.7 OVERTIME RECORDS (Miscellaneous Employees):**

Employees shall accurately report all overtime in hours actually worked on their biweekly timesheet. The Finance Office shall convert all reported overtime hours worked to time and one-half, identify reported overtime hours worked as regular overtime hours and/or premium overtime hours and record such converted hours to the credit of the affected employee. All overtime must be authorized in advance (unless in emergency) by the affected employee's [Department head](#) [Director](#).

**3.8 OVERTIME COMPENSATION (Miscellaneous Employees):**

The affected employee shall be compensated for overtime hours as follows:

- A. Timesheets determine actual hours worked by calculating the elapsed time between clock in times and clock out times in quarter hour increments. See Section 3.5 (Reporting Hours Worked).
- B. PTO, holiday, compensatory time off and other time not actually worked are not counted as hours worked for overtime purposes.
- C. Hours worked in excess of the employee's regularly scheduled hours in any one work

day (12 midnight to 12 midnight) or in excess of the employees total regularly scheduled hours in any work week (Saturday through Friday) are recorded as overtime hours worked. Hours worked that are in excess of both the employee's regularly scheduled hours in the work day and the work week are not considered as separate incidents of overtime worked.

- D. Hours worked on a day that has no scheduled hours (usually weekend days or holidays) are recorded as overtime hours worked with a two-hour minimum.
- E. At the end of each two week pay period, total overtime hours worked are accumulated. Hours worked in excess of the employee's total regularly scheduled hours in any work week are categorized as overtime hours.
- F. Overtime hours are multiplied by 1.5 the regular rate of pay and the resulting hours are added to the employee's overtime bank.
- G. Hours in an overtime bank in excess of 100 at the end of a payroll cycle will be paid in the subsequent payroll at the employee's regular base pay hourly rate then in effect and the paid hours deducted from the overtime bank.
- H. At the employee's choice, overtime hours recorded on an employee's timesheet may be either (a) paid or (b) accrued to the employee's overtime bank to be used as compensatory time off or paid at a later time as provided in this section. Employees must specify on their timesheet which one of these two options is chosen. If the employee does not specify how the overtime hours should be treated, the default option is to be paid for the hours.
- I. If an employee elects and is approved to use some or all of the employee's accrued overtime bank as compensatory time off, the amount taken as compensatory time off shall be deducted from the employee's overtime bank on an hour-for-hour basis.
- J. No overtime shall be worked without ~~e~~Department ~~head~~Director approval in advance in writing. However, such approval shall be given in any case in which the affected employee worked such overtime at the direction of a supervisor. No overtime shall be authorized or worked for the convenience of the employee (i.e. voluntary shift trading, etc.).
- K. Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location.
- L. During the month of December, an employee may elect to convert accumulated overtime hours accrued in their overtime bank and receive either a cash buy-out of a portion or all of such accumulated accrued time in their overtime bank or contribute the value of the cash buy-out to their existing 457 plan up to the legally allowed maximum and with proper notice. An employee must make an irrevocable election (i.e., pre-designation) in December, specifying the total number of hours to be cashed-out. During the calendar year following the pre-designation, an employee may choose increments of pre-designated overtime hours to cash-out in April, July and December. If no cash-out occurs during the year and/or any balance of the pre- designated amount remains, said amount will be cashed out in December. If the employee does not have the accumulated overtime hours available to satisfy the amount pre-designated for cash-out, the employee will be precluded from making an irrevocable election and cashing out for the following calendar year. Such payments will be paid at the employee's regular rate of pay. No more than 80 hours per fiscal year.

- M. When employment with the City terminates the City shall make a cash payment for the employee's accumulated unused overtime bank time on the books at the employee's regular base pay hourly rate then in effect.

### **3.9 CALLBACK PAY (Miscellaneous Employees):**

Any affected employee called out to work after his/her normal working hours shall receive a minimum of two (2) hours cash compensation at the rate paid for overtime work. In such cases all work in excess of the two (2) hour minimum shall be compensated at the applicable overtime rate. The overtime rate shall be based on the employee's base hourly rate. Call-back shall be defined as being called out to work outside one's normal working hours by the Sheriff's Department, City Manager, or Department ~~Head~~Director on an unscheduled basis. An employee should not respond to a call-back if any alcoholic beverage has been consumed or a medication taken that might impair their ability to perform the duties required.

All affected employees who are required and/or authorized to attend an authorized meeting which starts after the established work day shall be credited for a minimum of two (2) hours overtime. For all time in excess of two (2) hours, normal overtime policies shall be in effect.

In the event a call-out exceeds two (2) hours in actual time for an employee, the time reported for payroll purposes only shall begin with ten (10) minutes prior to the employee reporting for work and end ten (10) minutes after the time the employee leaves work to return home.

Employees in off-duty status will not be required to respond to call-back. The exception being when a state of emergency has been declared by the City Manager.

### **3.10 WITNESS AND JURY DUTY PAY:**

Required court time for off-duty regular full-time City employees shall be treated as overtime, with the minimum time being two (2) hours for any one day. This section shall not apply to any on-duty employees. This section shall apply only in court cases dealing with the scope of employment and shall not apply in cases of a personal or non-job related court action.

Every classified employee of the City who is called or required to serve as a trial juror shall be entitled to absent themselves from their duties with the City during the period of such service or while necessarily being present in court as a result of such summon. The employee shall continue to receive full compensation from the City while serving on such jury duty, but shall reimburse the City the amount of daily per diem fees (exclusive of travel expenses) paid to the employee while acting as a juror.

### **3.11 STANDBY PAY (Miscellaneous Employees):**

Only the City Manager or Acting City Manager may order standby status. When on standby status, an employee shall be required to be on call during normal time off, accessible by telephone or other agreed upon electronic device and available to report to work immediately.

The City agrees to pay two hours of straight time pay, or the employee may elect to take two hours compensatory time, per twenty-four (24) hour period or portion thereof in excess of four (4) hours when any Miscellaneous employee is required to-be on call on a standby basis at home during normal time off. This does not include informal alerts or requests to keep the City Manager or Acting City Manager advised of whereabouts during possible emergencies.

An employee on standby status must be in physical condition to adequately to perform their duties

and must not have consumed any alcoholic beverage or taken medication or other substance that might, in any way, hinder performance of their duties.

## SECTION 4: LEAVE REGULATIONS

### 4.1 MANAGEMENT LEAVE (Management Employees):

Management employees designated as Executive Management, Mid-Management, or Management are exempt from overtime and are entitled to Management Leave in accordance to the Management Leave Schedule. New hires in management positions and employees promoted into management positions shall receive prorated Management Leave hours based on date of hire or promotion.

Management Leave hours will be applied annually to an employee's Management Leave bank beginning with the first full pay period of the Calendar Year. All such Management Leave must be taken by the end of the last pay period of the calendar year. There shall be no carryover unless authorized by the City Manager. Management Leave shall not be paid out at or converted to compensation in any form.

The City Manager may grant up to 20 hours of additional Management Leave. The request for additional Management Leave hours must be submitted by the employee's Department Director with the justification detailing the request for extra hours.

#### Management Leave Schedule (Calendar Year)

Executive Management	Mid-Management	Management
80	60	40

### 4.2 ~~ANNUAL PERSONAL TIME OFF (PTO) LEAVE:~~

Annual PTO for regular full-time employees is ~~inclusive of all leave benefits (vacation and sick a consolidated leave bank that combines vacation and sick leave~~ and can be used for vacations, personal time off, sick leave purposes and other time away from work consistent with the terms of this section.

The use of Annual PTO leave for "Sick Leave Purposes" means 1) time off to diagnose, care or treat an existing health condition, or for preventive care for the employee or for the employee's child, spouse, domestic partner, parent, parent of employee's spouse or domestic partner, grandparent, grandchild, or sibling; and 2) time off for employees who are victims of domestic violence, sexual assault, or stalking may also use annual leave to seek medical attention, obtain services from a shelter or crisis center, obtain counseling, or go to court.

Employees covered in this Conditions of Employment, who have served less than thirty (30) days within a year of the commencement of employment in the service of the City are not eligible for Annual PTO, unless authorized by the City Manager. However, leave credits for the time will accrue for each such regular full-time employee.

### 4.3 ANNUAL PTO BANK:

In place of separate leave accrual for vacation and sick leave employees will accrue leave in accordance with the Annual PTO schedule. Employees are encouraged to maintain Annual PTO

balance as a protection against the adverse effects of short- or long-term absences due to a major illness or injury.

#### 4.4 LEAVE ACCRUAL:

Full-time employees shall accrue and receive Annual PTO in accordance with the Annual PTO Schedule (Section 4.5) and the following provisions:

- A. Annual PTO time will accrue on a bi-weekly basis for twenty-six (26) pay periods a year.
- B. Each permanent and probationary full-time employee shall have Annual PTO time accrue for each pay period starting from the first day of appointment.
- C. Accrual rates are based on years of service in accordance with the annual PTO schedule.

#### 4.5 ANNUAL PTO ACCRUAL SCHEDULE:

Employees will accrue bi-weekly Annual PTO hours in accordance to the Annual PTO schedule.

The maximum amount of Annual PTO accrual shall not exceed one and a half (1.5) times the annual amount accrued by an employee according to their years of service. For example: An employee is at five (5) years of service and accrues 192 hours of Annual PTO. The maximum accrual for the employee is 288 hours (192 hours x 1.5 = 288 hours).

##### Annual PTO Schedule

Years of Service	Annual Accrual (Hrs./Yr.)	Bi-Weekly Accrual (Per Pay Period)	Days/Yr.	Max Accrual (1.5 times Accrual)
0 to 2	168	6.4616	21	252
3 to 5	192	7.3846	24	288
6-10	216	8.3077	27	324
11-15	240	9.2308	30	360
16-20	264	10.1538	33	396
21+	288	11.0769	36	432

#### 4.6 NOTIFICATION FOR USE OF LEAVE BANK:

Except for annual leave used for Sick Leave Purposes, in cases of emergency or when the need to use leave time is not otherwise reasonably foreseeable, notification for use of leave bank hours will be as follows:

Employees are required to make written requests through the appropriate supervisory channels for the use of accrued leave time. The written request shall be submitted at least two (2) full working days in advance for leave requests of up to four (4) working days; for leave requests of five (5) working days or more, the written request shall be submitted at least ten (10) working days, but not earlier than ninety (90) calendar days, prior to the beginning date of the requested leave. No use of accrued leave time or related absence is authorized until the employee's written request is approved in writing.

Leave periods shall be scheduled by management to provide adequate staffing. Such scheduling shall be subject to the needs of the City but shall take into account employee seniority and personal preference. The City will make every effort to give maximum possible advance notice to the affected employee in the event scheduled leave must be cancelled or modified due to the needs of the service.

Where use of accrued leave time is requested for Sick Leave Purposes, in cases of emergency or when the need to use leave time is not otherwise reasonably foreseeable, notification for use of leave bank hours will be as follows:

Where the need to use annual leave for Sick Leave Purposes is foreseeable, employees must provide reasonable advance notice, orally or in writing, to their supervisor or [the Human Resources Division](#). If the request for the use of five (5) or more days of leave time is related to plan medical treatment, when possible, the employee should make the request for use of leave time at least ten (10) working days in advance. When the need to use annual leave for Sick Leave Purposes is not foreseeable, is being used in cases of emergency or when the need to use leave time is not otherwise reasonably foreseeable, employees are required to notify their supervisor or [the Human Resources Division](#), orally or in writing, as soon as practicable.

#### **4.7 UNAUTHORIZED LEAVE:**

An employee's absence shall be unauthorized if the employee does not report their absence to their supervisor or [the Human Resources Division](#) as required under section 4.6.

#### **4.8 ANNUAL PTO BANK CASH-OUT/OPTIONS:**

- A. During the month of December, an employee may elect to convert up to eighty (80) hours of any unused Annual PTO hours accrued or contribute the value of the cash payment to their existing 457 plan up to the legally allowed maximum and with proper notice, provided the employee retains an accrued leave balance of at least eighty (80) Annual PTO hours in their Annual PTO bank and has used at least forty (40) hours of any leave time (PTO, Floating Holiday, Management Leave, etc.) within the calendar year. Compensation for such cash-out of unused accrued leave hours will be based on the employee's existing salary at the time the request is made. In order to cash-out unused leave hours, an employee must make an irrevocable election (i.e., pre-designation) during the month of December, specifying the total number of hours to be cashed-out from next year's leave accrual. During the calendar year following the pre-designation, an employee may choose an increment to cash out in April and/or July. If no cash-out occurs in April and/or July and/or any balance of the pre-designated amount remains, said amount will be cashed out in December. If the employee does not have the vacation hours available to satisfy the amount pre-designated for the cash-out, the employee will be precluded from making an irrevocable election and cashing-out the following calendar year. No more than 80 hours per fiscal year.
- B. Further, each employee may direct that all or any portion of the allowed cash-out amount be used to buy benefits offered under the Flexible Benefit Program.

#### **4.9 ANNUAL PTO ACCRUED LEAVE UPON TERMINATION:**

At the time of termination of employment, employees shall be paid the cash value of all unused accrued leave hours based on the employee's then existing salary rate; or, in the alternative, the employee may exercise the option to invest the cash value of such unused accrued leave hours in the City's deferred compensation 457 plan.

If a retiring employee terminates employment during the year and is legally entitled to a distribution of unused Annual PTO, the employee may submit, in writing, their request for the City to "hold" payment of their accumulated leave until the following year. Such request must be submitted in writing in advance of the date of retirement and requires written approval by the City

Manager before any disbursement can be made.

#### **4.10 ANNUAL PTO CATASTROPHIC ADVANCE**

In the event an employee in this group suffers a catastrophic event, e.g. serious illness, and there is not a sufficient leave balance to cover the employee's absence from the workplace, upon written request to the City Manager, an advancement of up to thirty (30) days of leave may be granted, with the understanding that it will be reimbursed to the City on a day-for-day basis from future allocated leave or reimbursed to the City as outlined under Section 3.4 Outstanding Obligations Upon Termination.

#### **4.11 UNPAID LEAVE:**

##### **Leave of Absence Without Pay**

The City Manager may grant a regular or probationary employee leave of absence without pay or accrual of employment benefits, such as paid time off or seniority, for reasons other than pregnancy, disability or family care leave, for a period not to exceed ninety (90) days. No employee shall be authorized leave without pay if said employee has accrued leave or compensatory time-off accrued on the books of the City. After ninety (90) days, the leave of absence may be extended if authorized by the City Council.

No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon return to duty following expiration of a regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration shall be cause for discharge. The depositing in the United States mail of a first-class letter postage paid, addressed to the employee's last known place of address shall be reasonable notice.

A Department ~~heads~~Director may grant a regular, or probationary employee leave of absence without pay for not to exceed one (1) calendar week. If the leave of absence request without pay is in relation to an employee's disability accommodation, then the leave shall be determined through the interactive process on a case-by-case basis. Such leaves shall be reported to the Human Resources/~~Risk Manager~~ Division.

No leave shall accrue to any employee during any full biweekly pay period in which the employee is on an authorized leave without pay in excess of five (5) days. Employee on leave without pay may also be responsible for full payment (employer and employee portion) of insurance premiums for insurance coverage during such leave. Benefits shall be continued at City expense during the first thirty (30) days of such leave.

##### **Statutory Family and Medical Leave**

###### **Eligibility**

The City provides eligible employees the opportunity to take unpaid leaves of absence for specific reasons in accordance with California's Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA). To be eligible for FMLA/CFRA Leave, an employee must (1) have worked for the City for at least twelve months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the twelve months preceding the leave.

###### **FMLA Leave**

###### **A. Permissible Uses**

- a. "Family care leave" may be requested under the FMLA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, or parent. "Medical leave" may be requested under the FMLA for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.
- b. "Qualifying exigency leave" may be requested under the FMLA (and CFRA) for qualifying exigencies arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. "Qualifying exigencies" include certain absences related to short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities. Employees may contact the Human Resources/~~Risk Manager~~ Risk Manager Division or their designee for more information about what qualifies as a "qualifying exigency." "Military caregiver leave" may be requested under the FMLA to care for a "covered service member" if the employee is a spouse, child, parent, or next of kin of the "covered service member." A "covered service member" is:
  - c. A member of the Armed Forces, including the National Guard and Reserves, who, because of a serious injury or illness incurred in the line of duty while on active duty that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating, is: (1) undergoing medical treatment, recuperation, or therapy; (2) in outpatient status; or (3) on the temporary disability retired list; or
  - d. A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

#### B. Amount of FMLA Leave Available

- a. Provided all the conditions of this policy are met, an employee may take a maximum of twelve (12) weeks total of family care leave, medical leave, and qualifying exigency leave under the FMLA in a 12-month period. This 12-month period is measured backwards from the date the employee's family care leave, medical leave, or qualifying exigency leave under the FMLA commences. Spouses who are both employed by the City may take a maximum combined total of twelve weeks of family care leave under the FMLA in a 12-month period for the birth, adoption, or foster care of their child.
- b. Provided all of the conditions of this policy are met, an employee may take up to 26 weeks total of a combination of all leaves under the FMLA during a 12-month period (up to 12 weeks of which may be for FMLA leave other than military caregiver leave). The 12-month period used to measure this entitlement will commence upon the first use of military caregiver leave under the FMLA for a covered service member's particular injury.

## **CFRA Leave**

"Family care leave" may be requested under the CFRA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, domestic partner as defined in California Family Code Section 297, or parent. Under the CFRA, "child" means a child, including a child who is 18 years of age or older who is capable of self-care. An employee's child means a biological, adopted, foster, step-child, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis. Under the CFRA only, leave is permitted to care for a domestic partner, grandparent, grandchild, or sibling who has a serious health condition. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA. "Medical leave" may be requested for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

Under the CFRA only, leave for "qualifying exigencies" arising out of the fact that an employee's domestic partner is on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA.

Provided all of the conditions of this policy are met, an employee may take up to twelve (12) weeks of leave under the CFRA during a 12-month period. This 12-month period is measured backwards from the date the employee's family care leave or medical leave under the CFRA commences.

If both parents of a child, adoptee, or foster child are employed by the City and are entitled to bonding leave:

- A. The aggregate number of workweeks of FMLA leave to which both may be entitled may be limited to 12 workweeks during any 12-month period; and
- B. Each parent is entitled to take 12 workweeks of CFRA leave during any 12-month period.

If both parents of a covered service member are employed by the City and are entitled to leave to care for a covered service member, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 work weeks during the 12-month period. This limitation does not apply to any other type of leave under this policy.

Family care leave and medical leave under the CFRA typically run concurrently with family care leave and/or medical leave under the FMLA, except as otherwise set forth herein.

## **Intermittent Leave**

FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child generally must be taken in blocks of at least two (2) weeks' duration; however, the City will provide employees with family care leave for birth, adoption, or foster care placement for periods of less than two (2) weeks duration on any two (2) occasions. FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child must be concluded within one (1) year of the birth, adoption, or placement.

Qualifying exigency leave under the FMLA may be taken on an intermittent or reduced schedule as required by the qualifying exigency.

FMLA/CFRA Leave for any other reason may be taken intermittently or on a reduced schedule where medically necessary. If FMLA/CFRA Leave is authorized to be taken intermittently or on a reduced schedule, the City retains the discretion to transfer the employee temporarily to an

alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.

### **Substitution of Paid Leave**

Employees are required to substitute accrued paid time off, including accrued compensatory time off, for all FMLA/CFRA Leaves, except that employees can retain a five (5) day balance of accrued paid time off.

If the employee is receiving payments from State Disability Insurance ("SDI") while on FMLA/CFRA leave, the accrued paid leave time will only be used in an amount which supplements the SDI payment such that the employee receives the full amount of their regular compensation as an active employee.

The substitution of paid leave time for FMLA/CFRA Leave does not extend the total duration of FMLA/CFRA Leave to which an employee is entitled. For example, if an employee has accrued two (2) weeks of unused paid vacation time at the time of the request for medical leave under the FMLA/CFRA, that paid vacation time will be substituted for the first two (2) weeks of FMLA/CFRA Leave, leaving up to ten (10) additional weeks of unpaid FMLA/CFRA Leave.

### **Leave's Effect on Pay**

Except to the extent that other paid leave time is substituted for FMLA/CFRA Leave, FMLA/CFRA Leave is unpaid.

### **Leave's Effect on Benefits**

During an employee's FMLA/CFRA Leave, the City shall continue to pay for the employee's participation in the City's group health insurance to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Employees are required to continue to make any payments they normally make towards healthcare coverage premiums while on leave. In the event an employee on leave fails to make timely payment for their portion of healthcare coverage premiums, the City will notify the employee of such failure and, if payment is not made, terminate the coverage.

If the employee fails to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the employee's control, the City is entitled to recover any health premiums paid by the City on the employee's behalf during any unpaid period of the leave.

Employees on FMLA/CFRA Leave accrue employment benefits, such as paid time off or seniority, only when paid time off is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments as discussed above, he or she will accrue employment benefits on a pro rata basis.

### **Procedure for Requesting Family Care and Medical Leave**

#### Notice Requirements

Employees should notify the Human Resources/~~Risk Manager~~ Division of their request for FMLA/CFRA Leave as soon as they are aware of the need for such leave. For foreseeable events, if possible, the employee shall provide thirty (30) calendar days' advance written notice to the Human Resources/~~Risk Manager~~ Division of the need for FMLA/CFRA Leave. For events that are unforeseeable thirty (30) days in advance, but are not emergencies, the employee must notify the Human Resources/~~Risk Manager~~ Division, in writing, as soon as he/she learns of the need for the leave, ordinarily no later than one (1) to two (2) working days after the employee learns of the

need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of the City's business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the City reserves the right to deny the taking of the leave. All requests for FMLA/CFRA Leave should include anticipated date(s) and duration of the leave. Any requests for extensions of an FMLA/CFRA Leave must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave.

### Certification

Any request for FMLA/CFRA Leave must be supported by proper certification of the need for leave. For foreseeable leaves, employees must provide the required certification before the leave begins. When this is not possible, employees must provide the required certification within fifteen (15) calendar days after the City's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts. Failure to provide the required certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required certification within fifteen days of being requested to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated certification.

Certification of family care leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) the health care provider's estimate of the amount of time needed for family care; and (4) the health care provider's assurance that the health care condition requires family care leave.

Certification of medical leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) a statement that, due to the serious health condition, the employee is unable to perform the functions of their position; and (4) in the case of intermittent leave or revised schedule leave where medically necessary, the probably duration of such a schedule. In addition, the certificate may, at the employee's option, identify the nature of the serious health condition involved. If the City has reason to doubt the validity of the certification provided by the employee, the City may require the employee to obtain a second opinion from a doctor of the City's choosing at the City's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the City may require a third opinion, also at the City's expense, performed by a mutually agreeable doctor who will make a final determination. Before permitting the employee to return to work, the City may also require the employee to provide medical certification that he or she is able to return to work.

Certification of a military caregiver leave under the FMLA shall be either (1) an appropriate medical certification from an authorized health care provider or (2) a copy of an Invitation Travel Order or Authorization issued by the Department of Defense.

The nature and format of the certification of a qualifying exigency leave under the FMLA will vary depending on the nature of the qualifying exigency, and will typically include a copy of the active-duty orders for the employee's spouse, son, daughter, or parent.

### **Leave's Effect on Reinstatement**

Employees returning from FMLA/CFRA leave are entitled to reinstatement to the same or comparable position consistent with applicable law, provided that the total period of the

FMLA/CFRA Leave does not exceed the employee's maximum leave entitlement as described above.

Employees who take medical leave under the FMLA/CFRA for their own serious health condition must provide medical certifications verifying that they are able to return to work in the same manner as employees who return to work from other types of medical leave.

#### Pregnancy Disability Leave (POL)

Under the California Fair Employment and Housing Act (FEHA), if an employee is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take a pregnancy disability leave (PDL). If an employee is affected by pregnancy or a related medical condition, she is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable.

- A. The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical conditions up to four (4) months (or eighty-eight (88) work days for a full-time employee) per pregnancy. For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hour per week times 17 1/3 weeks. An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave.
- B. The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
- C. Time off needed for prenatal care, severe morning sickness, doctor ordered bed rest, childbirth, and recovery from childbirth would all be covered by the PDL.
- D. Except as other specifically provided in this section, generally, the City is required to treat pregnancy disability the same as the City treats other disabilities of similarly situated employees. The leave will be unpaid.

Employees on PDL will be required to obtain a written certification from their health care provider of the pregnancy disability or the medical advisability for a transfer. The certification should include:

- A. The date on which the employee becomes disabled due to pregnancy or the date of the medical advisability for the transfer;
- B. The probable duration of the period(s) of disability or the period (s) for the advisability of the transfer, and
- C. A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of the position without undue risk to themselves, the successful completion of the pregnancy or to other persons or a statement that, due to your pregnancy, the transfer is medically advisable.

At the employee's option, any accrued paid time off may be used as part of the pregnancy disability leave before taking the remainder of the leave as an unpaid leave. However, taking paid time off during the period of the pregnancy disability leave does not extend the maximum time allowed for such leave.

Employees may also be eligible for state disability insurance for the unpaid portion of the leave. Employees on PDL accrue employment benefits, such as paid time off or seniority, only when paid

time off is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments, she will accrue employment benefits on a pro rata basis.

An employee who is on a leave of absence for a period in excess of two (2) months must notify the Human Resources/~~Risk Manager~~ Division by the end of each month thereafter both of the status of the disability and the employee's continued intent to work once the employee recovers from the disability. An employee returning from an absence shall be required to provide a physician's certification that indicates that she is fit to return to work.

An employee who returns to work at the end of a leave of absence due to pregnancy, childbirth or related medical condition will be returned to their former position, if possible, or will be offered the first available opening in a comparable position for which she is qualified.

An employee who returns from a leave of absence due to pregnancy will be credited with all service prior to the commencement of their disability.

An employee who fails to report for work at the end of an approved leave will be deemed to have voluntarily resigned.

During an employee's approved PDL, the City shall continue to pay for the employee's participation in the City's group health insurance to the same extent and under the same terms and conditions as would apply had the employee not taken leave, for up to four months. Employees are required to continue to make any payments they normally make towards healthcare coverage premiums while on leave. In the event an employee on leave fails to make timely payment for their portion of healthcare coverage premiums, the City will notify the employee of such failure and, if payment is not made, terminate the coverage. The City is entitled to recover any health premiums paid by the City on the employee's behalf during any unpaid period of the leave if the employee fails to return from the PDL for a reason other than one of the following: (1) the employee takes FMLA/CFRA Leave; (2) the continuation, recurrence or onset of a serious health condition or serious injury or illness within the meaning of FMLA/CFRA; or (3) other circumstances beyond the employee's control as provided by law.

Employees on PDL accrue employment benefits, such as paid time off or seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments as discussed above, he or she will accrue employment benefits on a pro rata basis.

#### Paid Family Leave

Employees who are covered by the state's SDI program will be eligible for reimbursement for up to six (6) weeks during a twelve (12) month period of qualifying unpaid leave, for the purposes of bonding with a newborn child (up to one (1) year from birth or adoption), or to care for a family member or domestic partner.

An employee who is eligible for SDI benefits may only become eligible for PFL benefits after SDI benefits are no longer being paid. SDI benefits are payable when an employee is disabled for a non-work-related reason, which may include pregnancy; PFL benefits are for baby bonding and for providing care to a family member. Once an employee is no longer disabled, and (in the case of pregnancy) has given birth, their SDI benefits may cease and she may apply for baby bonding benefits under PFL.

Once an employee applies for PFL, there is a seven (7) day unpaid waiting period before the employee may start receiving benefits. However, an employee who previously served a waiting

period before receiving SDI benefits will not have to serve another waiting period before receiving PFL benefits. Employees may use their accrued paid time off during the seven (7) day waiting period.

Paid Family Leave is administered by the State of California and may be modified by the State from time to time.

#### **4.12 DEATH OR CRITICAL ILLNESS IN IMMEDIATE FAMILY BEREAVEMENT LEAVE:**

An employee eligible for benefits, is eligible for bereavement leave upon the death of a qualifying family member. Eligible employees may take up to five (5) days of bereavement leave per occurrence. The first three (3) working days of bereavement leave shall be paid at the employee's regular rate of pay. The remaining two (2) days may be taken using the employee's accrued leave (such as annual PTO, Floating holiday, etc), at the employee's discretion.

Bereavement leave must be taken within three (3) months of the date of death and may be used consecutively or intermittently. Employees shall provide reasonable notice to the City Manager or designee to allow for operational planning.

Qualifying family members, include the employee's spouse, domestic partner, child, brother, sister, parent (including step family and in-laws), grandparents and grandchildren when the relationship of the person to the employee warrants such use of bereavement leave. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or critical illness to their ~~d~~Department ~~head~~Director.

The City may require reasonable documentation of the death, such as a death certificate, obituary, or funeral program, to be provided within thirty (30) days of the first day of leave. Bereavement leave is in addition to any other accrued leave or compensatory time and does not carry over year to year.

Leave to attend the funeral of a co-worker will be acceptable to the City upon Department ~~Head~~Director approval consistent with maintenance of operations. Such leave is considered leave with pay and not charged to any other leave.

#### **4.13 CONFLICT OF LAWS:**

In the event of any conflict between the provisions of this Conditions of Employment and Federal or State laws, such Federal or State laws shall prevail.

### **SECTION 5: LEGAL HOLIDAYS**

#### **5.1 DESIGNATED LEGAL HOLIDAYS:**

The City has established the following schedule of days that shall be observed as legal holidays by all affected regular full-time employees, at which time the City's administrative offices will be closed. The City observes twelve holidays and provides three (3) eight (8)-hour Floating Holidays.

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January

President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Friday following Thanksgiving	4th Friday in November
Christmas Eve	The day before or after*
Christmas Day	December 25
New Year's Eve	The day before or after*
Floating Holiday	Three Eight-Hour Days (24 Hours)

\*As determined by the City Council

When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday respectively shall be observed as the legal holiday. If the holiday falls on an employee's flex day, the flex day may be rescheduled within the same work week. Rescheduled flex days off that are rescheduled because a holiday falls on that day are subject to prior approval by the Department [Head Director](#) and appropriate notification to the Administrative Services Department.

Observance of a legal holiday on a Friday or Monday, at which time the City's Administrative offices will be closed, will not create overtime or the loss of time from an employee's leave bank if the holiday falls on a regularly scheduled flex day. The hours for any given holiday will relate to the number of hours of the employee's regular scheduled work day for that particular day.

Nothing in this Conditions of Employment shall preclude the City from declaring a holiday when a legal holiday has been declared by the President of the United States or the Governor of the State of California or the City Council.

## 5.2 FLOATING HOLIDAY:

In the first pay period each January, full-time employees shall be granted three (3) eight-hour Floating Holidays (24 hours), to be scheduled and taken in accordance with the best interest of the City and the department or division in which the employee is employed.

Employees hired during the calendar year will receive prorated Floating Holiday hours based on date of hire. Floating Holiday hours shall be used in the calendar year in which they are earned, have no cash value, and shall not be paid out or carried forward; and therefore, agreement to this

section constitutes a waiver of Labor Code section 227.3.

### **5.3 HOLIDAY PAY:**

- A. Unless otherwise provided herein, a regular full-time employee not working on a holiday will receive eight (8) hours holiday pay at their normal straight time rate, exclusive of shift or temporary or relief supervisory differentials. Said holiday pay shall not be paid if the employee is not in a pay status the last normal working day before a holiday or the first normal working day after such holiday. See Section 3.1 for definition of pay status. If a holiday occurs on an employee's regular nine (9) or ten (10) hour day, the employee must use one (1) or two (2) hour(s) of leave accrual, such as Annual PTO, floating holiday, or compensatory time to fulfill the nine (9) or ten (10) hour day.
- B. Holiday hours shall be used in the calendar year in which they are earned.
- C. Holiday-In-Lieu Bank: In the event an employee may be required to work on a paid holiday, the employee may bank the holiday hours up to a maximum of 40 hours per calendar year. Any unused holiday bank hours can be rolled over into the next calendar year.
  - a. In the event a ~~M~~management employee is required to work on a paid holiday, the employee will receive eight (8) Holiday-In-Lieu hours in their Holiday In-Lieu bank.
  - b. In the event a Miscellaneous employee is required to work on a paid holiday, the employee shall receive regular pay and will have the option of receiving overtime pay at time and one-half or bank the eight (8) hours in their Holiday-In-Lieu bank.
- D. If a holiday falls on a normal workday which is during an approved leave, at the employee's option the employee will not be charged for a leave day the day of the holiday, or may be given an additional day at the beginning or end of their leave. Holidays which fall on normal working days within an unpaid leave of absence, will not be counted as workdays and will not be recognized for pay purposes. For a Miscellaneous employee who is scheduled to work on a holiday but fails to report for work and fails to notify the City or provide evidence of an emergency is unexcused and will not receive payment for the holiday.

## **SECTION 6: WORKERS' COMPENSATION INSURANCE**

When an employee is injured on duty arising out of and in the course of employment (which shall not be construed as an employee's normal commute to and from work), such employee shall receive benefits and incur obligations as follows:

For a period not to exceed six months, commencing with the first day following such injury, while a full-time City employee is totally disabled from industrial injury and on accepted workers' compensation status, employee shall be compensated in an amount equal to such employee's base wages at the time of such disability, less the aggregate of (a) any workers' compensation benefits, and (b) any other disability payments made to such employee. Such payment shall be limited to said six-month period or until such employee is retired on permanent disability or terminated from the City's employment, whichever comes first.

An employee shall be entitled to benefits at the normal rate if the employee is on accepted workers' compensation status and in a pay status for up to six months as defined above.

The workers' compensation carrier of the City reserves the right to subrogate if a claim is filed by an employee against a third party.

## SECTION 7: RETIREMENT PROGRAM

- A. The City shall continue to participate in the California Public Employees Retirement System (CalPERS). Under CalPERS, the City provides the 2%~~@55~~ Miscellaneous Plan formula for employees who are "Classic Members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA). Under CalPERS, the City provides, 2%~~@63~~ Miscellaneous Plan formula for employees who are "PEPRA Members" as defined by PEPRA. Employees who are classified as PEPRA are subject to the other CalPERS terms and conditions set forth in PEPRA.
- B. City employees who are considered as "Classic Members" shall share in the cost of CalPERS coverage through payroll deduction as follows:
- Employees will continue to contribute a portion of the required employer contribution equal to 4.5% of "compensation earnable." This 4.5% contribution by employees to the employer contribution will be considered to be a contribution towards the normal cost as defined under PEPRA.
- In addition, the City's contribution toward Employer Paid Member Contribution (EPMC) shall be reduced as follows:
- Three and one-half percent (3.5%) of normal contribution of the Employer Paid Member Contribution (EPMC) and Four and one-half percent (4.5%) "compensation earnable" by employees to the employer contribution will be considered to be a contribution towards the normal cost as defined under PEPRA.
- C. City employees who are considered "PEPRA Members" shall pay the full member contribution amount. However, PEPRA Members will not contribute toward any portion of the required employer contribution.
- D. The City shall continue to report the value of the EPMC on all reportable compensation subject to CalPERS for all employees as approved and adopted by Resolution.

## SECTION 8: HEALTH BENEFITS PROGRAMS

### 8.1 LIFE INSURANCE:

- A. The City will pay the full premium ~~effor an~~ employee-only term life insurance policy ~~for theas~~ follow~~ings~~:
- a. Miscellaneous Personnel: Term life insurance coverage equal to one (1) times the employee's annual base salary, with a minimum benefit of Fifty Thousand Dollars (\$50,000.00) ~~term life insurancee policy.~~
  - b. Management Personnel: Term life insurance coverage equal to one (1) times the employee's annual base salary, with a minimum benefit of One Hundred Thousand

~~Dollars (\$100,000.00) term life insurance policy. Coverage above \$50,000 is subject to taxation to the employee under IRS regulations.~~

c. In accordance with IRS regulations, the value of employer-paid group term life insurance coverage exceeding Fifty Thousand Dollars (\$50,000) shall be treated as taxable income to the employee.

e.d. Retirees: Employees retiring with 20 years or more of continuous service with the City and enrolled in the City's group life insurance program at the time of retirement, may continue to be covered in the City's group life insurance program at City expense for a life benefit of \$10,000. Extended coverage will not include AD&D benefits.

## 8.2 HEALTH INSURANCE:

The City will maintain the current health insurance program with the Public Employees Retirement System (PERS) Medical and Hospital Care Act (PEMCHA) pursuant to Government Code Section 22850. The health insurance program shall be available to all regular full-time employees and retirees. The City will contribute the PEMHCA statutory minimum on behalf of each participant in the program. The PEMHCA statutory minimum for 2023~~6~~ is ~~\$454~~162 per month, and changes each year in accordance with Government Code section 22892(b). In addition, the City shall make contributions to a flexible spending cafeteria plan in accordance with Internal Revenue Code Section 125 for all active employees, and to a health savings account for all retirees as follows:

- a. Each eligible employee or retiree may select ~~afrom the health insurance carrier providing coverage in the Carpinteria plans available through CalPERS and offered in the employee's or retiree's geographic service area, as defined and provided by PERS and currently in effect and on file in the City Human Resources Office.~~
- b. The City will contribute the full premium cost of the most affordable and comprehensive network HMO plan available in Ventura and Santa Barbara Counties that employees are eligible to enroll in ("base plan"), i.e., employee only, employee plus one, or family; less the PEMHCA statutory minimum and less the employee's contribution. The City Manager will designate the base plan during the open enrollment period. Employees shall be responsible for the difference of any health insurance premium which exceeds the City's contribution amount (the difference between the premium of their elected plan and the designated base plan) deducted the first pay period of the month.
- c. Health insurance coverage for newly hired employees will commence on the first day of the month following one full month of employment. If hired prior to the 15th day of the month, the month of hire will count as a full month of employment and coverage will be effective the first day of the following month. If hired after the 15th day of the month the month of hire will not count as a full month and the following month will be the first full month of employment.
- d. For covered employees who terminate during the Fiscal Year, such health insurance coverage shall end on the last day of the month following when said termination becomes effective, except that the provisions of COBRA may be applied at the employee's option. Covered employees who retire from the City under PERS may, at their option, continue such coverage without interruption pursuant to the provisions of the PERS Health Program.

### **8.3 DENTAL INSURANCE:**

The City will provide 100% of the premium charged to maintain a Dental Insurance Plan for eligible employees and, where appropriate, dependent coverage. The City will retain control over the administration of the dental insurance program subject to maintenance of equivalent benefits to the extent it is within the control of the City. COBRA benefits may be applied at the employee's option. Dental coverage will commence on the first day of the month following one full month of employment.

### **8.4 DEFERRED COMPENSATION PROGRAM:**

A deferred compensation plan will be available to employees with participation on a voluntary basis.

### **8.5 STATE DISABILITY INSURANCE:**

The City participates in the State Disability Insurance Program, at employee expense, to provide coverage for non-industrial injuries.

~~Management Personnel:~~ The City reimburses ~~M~~management ~~E~~employees in this classification for payroll deductions made on base salary for State Disability Insurance.

### **8.6 SHORT-TERM/LONG TERM DISABILITY PROGRAM:**

In addition to coverage under the State Disability Insurance Program, the City provides eligible full-time employees with additional short-term disability coverage to integrate with SDI for a weekly benefit of 60% of covered earnings and a long-term disability program to provide a monthly benefit of 66 2/3% of covered earnings, such coverage to be at City expense. This program will be at the expense of the City.

### **8.7 FICA MEDICARE TAX:**

All employees hired after April 1986 are subject to FICA Medicare taxes in accordance with Federal regulations. Miscellaneous employees shall have the employee share of said Medicare Tax deducted from their paycheck. The City will reimburse the ~~M~~management ~~E~~employees for payroll deductions made on base salary for FICA Medicare Tax.

### **8.8 SPECIAL PAY:**

For ~~M~~management employees, pursuant to Sections 8.5 and 8.6, reimbursement equal to the payroll deduction for the employee's annual cost for SDI and/or FICA Medicare tax will be pro-rated over the twenty-six (26) payroll periods and paid to the employee on the regular bi-weekly payroll check as "Special Pay".

### **8.9 FLEXIBLE BENEFIT PROGRAM ALLOWANCE:**

- A. Active regular employees shall be credited with a Flexible Benefit Program Allowance for each calendar year. The City will increase the allowance by 2% annually. Effective January 1, 2025<sup>6</sup>, the allowance is \$1,362,583<sup>89.83</sup>. Effective January 1, 2026<sup>7</sup>, the allowance is \$1,389,834<sup>17.62</sup>. This benefit is based on a calendar year and the allowance will be pro-rated for new employees.

- B. The purpose of the Flexible Benefit Program Allowance is to provide reimbursement to the covered employee for eligible medical and health-related costs not otherwise covered by health insurance or subject to reimbursement from any other source or to participate in other benefits provided by the Flexible Benefit Program. Payment of medical costs, not covered by insurance, must be prescribed by a physician or determined by the Internal Revenue Service (IRS) to be an eligible health-related expense.
- C. In addition to reimbursement for eligible medical and health related costs and dependent care, the employee will have the option to purchase benefits offered through the Flexible Benefit Program Allowance. The level of participation in benefits provided by the Flexible Benefit Program Allowance will be at the option of each employee. Employees may cash out a portion of any unused allowance up to \$810 of the Flexible Benefit allowance, subject to applicable payroll taxes or contribute such amount to their 457 plan up to the legally allowed maximum and with proper notice. The balance must be used for health- related expenses.
- D. Reimbursement for bona fide health-related expenses, which may be eligible expenses under the Flexible Benefit Program Allowance may be subject to payroll taxes unless related to a particular medical condition and so prescribed by a medical doctor.
- E. The City will revisit the annual Flexible Benefit Program Allowance taking inflation into consideration.

#### **8.10 OUTSIDE COVERAGE OPTION:**

- A. The employee is not required to select or participate in any health/dental insurance program provided by the City, but such employee must provide satisfactory documentation that he/she is covered by an alternative health/dental insurance program.
- B. Those employees with proof of health and insurance coverage who choose not to participate in the City's group health insurance and/or dental insurance program due to the availability of other coverage through a spouse's employer, the military, or other source, will receive, in addition to the Flexible Benefit Program allowance, a benefit allowance equal to fifty percent (50%) of the monthly premium charged for the annual single coverage in the PERS basic HMO Plan available to this group of employees. An employee shall receive this monthly benefit allowance calculated and paid bi-monthly as a cash payment, with such payment subject to payroll taxes.
- C. Those eligible employees who participate in the City's group health insurance program and have an eligible spouse or family dependents, but select single coverage and choose to cover any dependents under insurance offered through a spouse's employer, the military, or other source will receive, in addition to the Flexible Benefit Program Allowance a benefit equal to 25% of the monthly premium changed for the single coverage in the PERS basic HMO Plan available to this group of employees. An employee shall receive this monthly benefit allowance calculated and paid bi-monthly as a cash payment, with such payment subject to payroll taxes

#### **8.11 FITNESS PROGRAM:**

- A. The City agrees to reimburse regular full-time employees at the rate of up to \$600.00 per Fiscal Year for the employee's personal fitness costs, as approved by the City Manager. Eligible covered fitness reimbursement: Fitness Programs (such as yoga, Pilates, cycling, dance, etc.)
  - a. Fitness Subscriptions (such as Peloton)
  - b. Gym Membership
  - c. Weight Management Programs (such as Weight Watchers)
- B. To qualify for reimbursement, employees must submit proof of payment and documentation of membership under the employees' name from the fitness provider. For family memberships, the City will reimburse an amount equivalent to the cost of an individual membership.
- C. Reimbursement for fitness expenses not listed above, will be subject to the City Manager's discretion and approval. To avoid declination of reimbursement, items not listed should be pre-approved by the City Manager, or designee. Declination of reimbursement for items not listed are not grievable.
- D. Reimbursement requests will be processed and paid quarterly in the months of September, December, March, and June.
- E. This benefit will be made available to each benefited employee subject to budgetary constraints and fiscal allocation.

## **SECTION 9: SERVICE AWARDS**

The City of Carpinteria has established appropriate service awards to recognize continuous service with the City at milestone years of continuous service in five-year increments.

## **SECTION 10: EDUCATION/TRAINING AND PROFESSIONAL DEVELOPMENT**

### **10.1 TRAINING PROGRAMS:**

The City recognizes the importance of training programs and advancement of employees to higher skills and encourages employees to participate in programs to improve their performance on the job. All direct costs for all training or instruction required by the City shall be paid for by the City, provided however that no overtime shall accrue to employees for travel time to or from any training program conducted on a non-City site. The City agrees that all direct costs of all training or instruction required by the City shall be paid for by the City.

- A. To the extent funding is available, the City shall provide for tuition and textbook reimbursement for regular full-time employees to a maximum of \$200 per Fiscal Year.
- B. Only educational course work recommended by the city and directly related to the affected employee's position with the City will be considered for reimbursement. Only costs for the books required for approved courses shall be deemed reimbursable. All applications for reimbursement shall be approved by the City Manager or their designee prior to enrollment in the coursework. Reimbursement will be made upon written proof

that the employee received a final grade of B or better or, in the case of a non-grade course received a Pass or Satisfactory final grade.

- C. Meeting, travel and/or training expenses will be paid and/or reimbursed with prior authorization by the City Manager or their designee as described above and in conformance with the City's Travel and Expense Reimbursement Policy.
- D. Management ~~Personnel~~ ~~Employees~~: Charges for tuition, books and supplies for educational courses, not required by the City but directly related to the ~~M~~management ~~E~~employee's position with the City, and having prior written approval of the Department Director and City Manager will be reimbursed upon presentation of satisfactory completion of such training. It is the policy of the City to provide paid membership in approved professional associations for ~~M~~management ~~E~~employees as budgeted and subject to approval by the City Manager. This policy also includes publications associated with membership and other educational materials. The City encourages ~~M~~management ~~E~~employees to attend professional conferences subject to budgetary restraints and fiscal allocation.

## **SECTION 11: MISCELLANEOUS POLICIES**

### **11.1 PHYSICAL EXAMINATION:**

The City encourages all employees to have an annual physical examination as provided for under our health insurance benefits.

### **11.2 DRESS AND DECORUM:**

- A. All employees shall observe professional standards of dress, and decorum considered suitable for general public contact based on current social standards as interpreted by the City Manager.
- B. While on duty, Code Compliance officers shall wear official City-issued uniforms. Field uniforms are not to be worn off duty. If a uniform is worn going to or from work, in order to not give the appearance of an employee being on duty when he/she is officially off duty, the City's uniform insignia must not be visible on public service uniforms.
- C. Employees will comply with standards of dress consistent with the positive representation of the City government through its employees. Employees are also to comply with any uniform requirements and wear all safety apparel and equipment required for their position. No dress codes other than the above standard are to be established in the various departments.

### **11.3 EMPLOYEE RESPONSIBILITIES:**

Each employee shall comply with all safety laws, rules and regulations and adopted policies of the City in performing the duties required of their position; and shall not willfully violate any of the provisions of the ordinances and resolutions which have been adopted and/or prescribed by the Carpinteria City Council or City Manager.

### **11.4 DEATH BENEFIT:**

For ~~M~~miscellaneous ~~E~~employees, the City shall pay a death benefit in the amount of One Thousand Dollars (\$1,000) directly to the spouse or legal heirs of any affected employee within seventy-two hours of the death of any affected employee as the result of any industrial injury or illness as defined by Cal OSHA Publication #120-A, sustained by such employee while on duty within the course and scope of their employment with the City of Carpinteria.

For ~~M~~management ~~E~~employees, the City shall pay a death benefit in the amount of Two Thousand Five Hundred Dollars (\$2,500) directly to the spouse or legal heirs of any Management Employee within seventy-two hours of the death of any ~~M~~management ~~E~~employee as the result of any industrial injury or illness as defined by Cal OSHA Publication #120-A, sustained by such employee while on duty within the course and scope of their employment with the City of Carpinteria.

### **11.5 TRANSLATION PAY:**

- A. Any employee who the City Manager determines is required on a regular and frequent basis to translate/interpret shall be paid for translating/interpreting skills in the amount of \$50.00 biweekly (Level I). Any employee, who is required, on a daily basis, to translate/interpret shall be paid \$95.00 biweekly (Level II).
- B. Translating responsibilities shall not be required as terms of employment.
- C. Before receiving bilingual pay, an employee shall be certified by the City as possessing the skills necessary to communicate effectively with the public in English and a second language for the purpose of conducting City business.
  1. Level I — Written and/or Conversational Bilingual. Employees proficient in a second language at an advanced level must meet the following criteria:
    - a. The employee must pass the bilingual competency test administered by the City, and
    - b. The employee shall provide basic oral translations as part of their regular job duties.
  2. Level II — Bilingual Translators. Employees who pass a skills-based test administered by the City to demonstrate advanced plus competency in written translation and oral interpretation.

The employee shall provide oral communication and translation, as well as written translations, as part of their regular job duties.

### **11.6 MOVE-UP PAY OR TEMPORARY ASSIGNMENT:**

When in the best interests of the City, the City Manager may approve a Move Up or Temporary Assignment of a probationary or regular employee to a higher-level classification than that for which he/she is currently assigned and being compensated, in accordance with the following:

- A. Eligibility Requirements
  - a. The City Manager has the sole discretion to determine if a Move Up or Temporary Assignment is needed and has the sole authority to deny or approve assignment, without any right to grievance or appeal.
  - b. The employee appointed to work in a Move Up or Temporary Assessment must be

capable of handling the major duties of the higher-level classification without any more supervision than an employee who regularly works in the higher classification.

- c. To be eligible for Move Up or Temporary Assignment, the employee must be required to work more than five (5) working days in succession in the higher classification.
- d. Should an employee be hired to fill a higher classification position during a period of Move Up or Temporary Assignment, the employee's time worked in a higher classification shall not count toward the completion of probationary requirements for the higher classification, unless expressly established as a condition of hiring.

**B. Amount of Move Up or Temporary Assignment Pay**

- a. An employee shall receive compensation equal to ten percent (10%) above the employee's regular base salary, for work performed within the scope and responsibilities of the higher classification and will continue to receive the additional pay for the duration of assignment. Base salary is defined as the base salary paid to the employee without additions for overtime, medical insurance, longevity, expense or other benefits.
- b. In no event shall the employee receive an amount greater than the base salary for the maximum step for the higher classification.
- c. An employee shall not receive any other benefit assigned to the higher classification that they are not already receiving.
- d. While working in an out-of-class assignment, an employee shall continue to accrue, and have recorded, normal step increases in the employee's regular position.

**C. Move Up or Temporary Assignment Pay Does Not Apply to the Following:**

- a) The mere performance of certain portions of the higher position or assisting with certain duties of the position is filled.
- b) Where the temporary assignment is a replacement of an employee on vacation.
- c) When the City has activated the Emergency Operations Center (EOC). When the EOC is activated, all public employees are declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law. During a time of emergency, employees may work modified job duties and/or may be asked to take on tasks outside of their normal responsibilities to work in support of emergency operations and such activities and/or duties are not eligible for Move Up or Temporary Assignment Pay.

**11.7 PARTICIPATION IN CITY-SPONSORED RECREATION PROGRAMS:**

The City agrees to provide special employee rates to currently employed, regular full-time employees and their immediate family members who wish to participate in City-sponsored Parks and Recreation Department Programs. All fees are payable in advance of participation in the program. Requests for employee rates for City-sponsored programs should be in writing and approved by the Parks and Recreation Director and scheduled with the appropriate recreation program supervisor.

- A. Eligible employees will receive a fifty percent (50%) discount on tuition and

registration only for City-sponsored recreation programs. Individual enrollees will be responsible for any ala carte activities scheduled in the programs, e.g. field and/or camping trips, movies, special meals, etc. A discount on recreation rental equipment is dependent upon availability.

- B. The annual fee for Community Pool Family Membership will be discounted Seventy-five percent (75%). The fee will include participation in the Masters' Program, Lap Swimming, Recreational Swimming and Water Aerobics.

#### **11.8 EQUAL EMPLOYMENT OPPORTUNITIES:**

- A. The City apply equally to all employees covered herein without favor or discrimination because of race, creed, color, sex, pregnancy (including childbirth, breastfeeding and/or related medical conditions), sexual orientation, age, national origin, religion, political or religious affiliations, organization membership, marital status, ancestry, military or veteran status, medical condition (genetic characteristics, cancer or a record or history of cancer), gender, gender identity, or gender expression, genetic information, or any other classification protected by state, federal or local law. The City will not discriminate against a qualified individual with physical or mental disability with regard to employment.
- B. The City commits themselves to the goal of equal employment opportunity in all City services encourages its employees to assist in the implementation of the City's Equal Employment Opportunity commitment.

#### **11.9 GRIEVANCE PROCESSING (Miscellaneous Employees):**

- A. Purpose
  - a) To promote employee morale and productivity by establishing a forum for resolving problems in the workplace by communication between employer and employee.
  - b) To provide a just and equitable method for resolution of grievances.
  - c) To afford employees, a systematic means of obtaining further consideration of problems after every reasonable effort through discussions has failed to resolve them.
  - d) To provide that grievances shall be settled as nearly as possible to the point of origin and shall be as informal as possible.
- B. Grievance Defined
  - a) Grievance shall be defined as a claim by an employee or group of employees adversely affected by an alleged violation, misinterpretation or misapplication of department-wide policy or City rules, regulations, resolutions, ordinances, or memoranda of understanding applicable to the employee, except as follows: Appeals of disciplinary actions of demotion, suspension, dismissal or probationary terminations.
  - b) Management has the right to establish policies governing the operation of City departments. However, allegations also subject to the grievance procedure are those in which the complaint concerns an inconsistent application of policy where the inconsistency results in a denial of the employee's rights under those policies defined in "A" above.

C. Initiation of Grievance

- a) No act or activity which may be grievable may be considered for resolution unless a grievance is filed in accordance with the procedure contained herein within twenty (20) working days of the date the alleged activity/violation occurred or the date the employee became aware such activity/violation occurred.
- b) In no event shall any grievance be accepted for consideration more than 6 months from the action or incident claimed as its basis regardless of the date of discovery. If the grievance is not presented within the time limitation herein provided, it shall be deemed not to exist.

D. Grievance Processing

- a) The City may designate an officer for the purpose of investigating and/or processing grievances. Upon the request of the employee, the officer shall conduct and/or assist in the investigation, preparation and processing of grievances.
- b) Prior to engaging in grievance handling, the officer shall notify their immediate supervisor of a request for assistance no later than five days prior to the requested time. The supervisor shall approve time for grievance processing during the scheduled work day hours prior to the steward or officer beginning the investigation, preparation and processing of grievances.
- c) Both the officer and management will cooperate in expediting the grievance handling process. The employee and the officer shall be afforded reasonable grievance handling time to jointly handle the grievance. It is agreed that every effort will be made to resolve grievances in an informal and timely manner as the first step in this process.

E. Procedure

Step One

Any employee who has a grievance shall first try to settle it through discussion with their immediate supervisor without undue delay.

Every effort shall be made to find an acceptable solution at the lowest possible level of supervision. The supervisor has seven (7) working days to respond to the grievant. Any grievance settled at this step shall be subject to the review and confirmation of the respective ~~Department head~~ Director before the settlement may become effective. Such review will occur within seven (7) working days or the grievance shall automatically be moved to Step 2. In the event the ~~Department head~~ Director does not confirm the settlement, the grievant may initiate Step 2 of this procedure.

Step Two

If a grievance is not settled in Step 1 or no response was forwarded to the grievant, he/she may file a formal grievance in writing to their Department Head Director within ten (10) working days after receiving the informal decision from their immediate supervisor or when decision was due. The grievant must submit their grievance in writing and must also explicitly specify the policy or the particular section of the Conditions of Employment, rule, resolution, or ordinance the violation of which is being alleged as the basis for the grievance. The remedy requested must also be specified. No modifications in the violation being alleged shall be made subsequent to filing unless mutually agreed to by both the City and the grievant.

The Department Head Director, after receiving the formal grievance, has ten (10) working days to render a decision in writing.

### Step Three

If the grievance is not settled or an answer not forthcoming in Step 2, the grievant may appeal, in writing, within seven (7) working days from the expiration of the time limit for such decision under Step 2 or within seven (7) working days from the receipt of the decision of the Department head Director to the City Manager.

Within ten (10) working days from receipt of appeal, the City Manager, shall deliver a written decision to the grievant.

### Step Four

If the grievance is not settled or disposed of at Step 3, the grievant may request the services of a mediator from the State Mediation and Conciliation Service.

The grievance will be settled through mediation and both parties will agree to abide by the decisions made in the mediation process.

Under no circumstances will grievances of any kind for any reason proceed beyond the mediation process.

## **11.10 DISCIPLINARY PROCEDURES:**

A regular, non-probationary employee may be terminated involuntarily or otherwise disciplined for cause, including, without limitation, for violating the provisions of this agreement, poor performance, misconduct, excessive absences, tardiness, insubordination, dishonesty and submitting false or misleading time records or expense reimbursement forms. Without limitation, disciplinary action may include oral or written warnings, suspension without pay, reduction in pay, being placed in a probationary status or termination. When appropriate, progressive discipline will be used, with the disciplinary action being taken dependent on factors including, the severity of the incident on which the disciplinary action is based, the disciplinary history of the employee, and the effect of the incident, act or omission on City services, reputation and other employees. However, the nature of the disciplinary action will depend on the particular circumstances involved, and is at the discretion of the City.

## **11.11 CITY PROPERTY:**

Desks, file cabinets, lockers, computers, tools and other equipment are property of the City and must be maintained in good condition in accordance with the City's policies, rules and regulations. They must be kept clean and are to be used only for work-related purposes. If the City property is lost, or damaged, report it to your supervisor at once. No property may be removed from the premises without the prior authorization of your supervisor.

In order to ensure compliance with this provision and with the City's policies, rules and regulations, the City reserves the right to inspect all City property, without notice to the employee and/or in the employee's absence.

For security reasons, personal belongings of value should not be left in the workplace. The City is not responsible for lost or stolen personal belongings.

Employees should take reasonable steps to protect City property from theft. Employees should

immediately inform management if theft of City property is suspected. However, employees should not attempt to stop the theft of City property if doing so poses any risk whatsoever of endangering the safety of the employee or others.

Immediately upon termination of employment, all property of the City (keys, tools, manuals, etc.) must be returned to the City. All personal items should be removed at the time terminated employees leave the premises of the City. Unless otherwise agreed to in writing, if a terminated employee leaves personal items at the workplace, these items are subject to disposal if not removed within five (5) days of the date of the employee's termination.

#### **11.12 CELL USE PHONE POLICY:**

The City may provide certain employees with cellular phones that are to be used only for official City business. The City recognizes that employees may need to use their personal cell phone during working hours due to particular family or personal situations. Employees should limit the use of personal cell phones during working hours, to reasonably necessary communications, and use of a personal cell phone should not interfere with City operations or the performance of job duties. If an employee abuses the use of personal cell phone during working hours, at the City Manager, at his discretion, may require that the employee not use personal cell phones during working hours.

In compliance with California Motor Vehicle Code 23123, employees are not to dial any cell phone while driving, except to call a public safety agency. Employees may not receive incoming calls while driving unless the cell phone can be safely operated in a hands-free mode. For employees with hands free cell phone operation, in the event an employee receives an incoming call while driving, the employee should either safely pull off the road to converse, inform the caller that he or she will return the call, or ask the caller to call again to allow the employee to reach a place where it is safe to use the phone. While driving, employees are prohibited from using any cell phone to text message, read or send e-mail, or any similar operations. While driving, employees are also prohibited from engaging in any activity or conduct that would constitute distracted driving or otherwise constitute an unsafe driving practice.

#### **11.13 FITNESS FOR DUTY EXAMINATION:**

Whenever the City Manager, or the Human Resources/Risk Manager, believes that an employee is unable to perform the essential functions of their job safely due to illness or injury, or is unable to perform the essential functions of their job safely or without posing a danger to themselves or others, the City may require the employee to submit to an independent medical examination at the City's expense. Such medical examination will be limited to the issues or areas of concern regarding the employee's ability to perform the essential functions of their job. If, after the independent medical examination, the City determines that the employee cannot perform the essential functions of their job, or cannot perform such essential functions safely or without posing a danger to himself/herself or others, the employee will be given the opportunity to provide the results of a separate medical evaluation by a qualified health care provider selected by the employee, within fifteen (15) days of the employee's receipt of a medical evaluation from the City. In the event of a difference of opinion between the City's and the employee's health care providers, the City may require a third opinion, at the City's expense, performed by a mutually agreeable health care provider who will make a final determination.

#### **11.14 REASONABLE ACCOMMODATION:**

The City of Carpinteria is committed to ensuring equal employment opportunities for disabled

applicants and employees. It is the policy of the City of Carpinteria to comply with the Federal Americans with Disabilities Act ("ADA") and the California Fair Employment and Housing Act ("FEHA"). Every reasonable effort will be made to provide an accessible work environment for such employees and applicants. The City of Carpinteria will not discriminate against disabled employees. The City of Carpinteria provides reasonable employment-related reasonable accommodation(s) to permit an applicant or employee to perform the essential functions of the job, as defined by law, to qualified individuals with disabilities, and will engage in the interactive process within the meaning of the ADA and FEHA.

## APPENDIX A

### City of Carpinteria

#### *Policy on Public Employee Personal Use of Telecommunication Equipment, Electronic Mail, Voice- Mail and other computer systems*

#### **PURPOSE**

~~City owned telecommunication equipment, computer hardware and software is intended to be used for business purposes. Electronic mail, known commonly as e-mail, is now a primary vehicle for communication in the workplace. As the use of e-mail increases, the need for a clear and comprehensive City's policy on personal use of City equipment becomes important to clarify the rights and obligations of employees and as a protection from potential liability for employers.~~

#### **POLICY**

~~The City maintains and utilizes as part of its operations a computer system, including e-mail, and a voice mail system. These systems are provided to assist employees in the conduct of the City's business. All computers to the data stored on them, including e-mail, messages composed as well as all voice mail are and remain at all times the property of the City. All remain the property of the City. Employees are prohibited from installing or downloading software onto the City's computer system except with the prior authorization of the Administrative Services Director.~~

~~Employees should attempt to limit voice mail and e-mail messages to the conduct of the City's business. Use of the voice mail and e-mail systems for the conduct of personal business is discouraged. The City reserves the right to prohibit the use of voice mail and e-mail for the conduct of personal business when deemed appropriate. Other use of computer systems, including use of the Internet and other telecommunicating capabilities, should be limited to the conduct of the City's business unless prior written approval is received from the employee's supervisor.~~

~~Except for the right of the City to access data stored on the computer system, including e-mail messages, and to access voice mail messages as described in this policy, all data stored on the computer system and all messages sent by voice mail and e-mail are considered to be confidential, and as such are to be accessed only by the employee storing the data, the addressed recipient or at the direction of the addressed recipient. Any exception to this policy must be approved by the Administrative Services Director.~~

~~The City reserves the right to retrieve and read any data stored on the computer system and any message composed, created, sent or received on the voice mail and e-mail systems, as well as Internet usage data, at any time, with or without advance notice to the employee. Although the computer system, including e-mail, and the voice mail system may accommodate the use of passwords for security, the reliability of passwords for maintaining confidentiality cannot be guaranteed. All passwords must be made known to the City, and passwords not known to the City may not be used. This is due to the need to access employees' computer systems, including e-mail, and voice mail systems in the event that an employee is absent or when otherwise deemed appropriate by the City. Employees must therefore assume that any and all voice mail and e-mail~~

~~messages and all data stored on the computer system may be read by someone other than the employee storing the data or the intended or designated recipient, and understand the ultimate privacy of data stored on the computer system, including e-mail, and voice-mail messages, cannot be guaranteed to anyone.~~

~~The City's policy against unlawful harassment, including sexual harassment, and the City's anti-discrimination policy apply to employees' use of voice mail, e-mail messages and screen savers as well as any other information transmitted over the City's computer system. Employees should not use any means of electronic communications in a manner that would violate those policies. For example, employees may not communicate messages by computer, voice mail or other electronic means that would constitute sexual harassment, may not use sexually suggestive screen savers, and may not receive or transmit pornographic, obscene or sexually offensive material or information. As a further example, employees may not use electronic communications to transmit comments or images which are reasonably likely to offend someone on account of their age, sex, sexual orientation, race, religious beliefs, national origin, disability, or any of the other factors included in the Equal Employment Opportunity section of this Handbook. Any employee who uses any electronic communications device in a manner which violates this policy will be subject to disciplinary action, up to and including termination of employment.~~

### **DIGITAL DEVICES**

~~Employees may not use any personal e-mail account or any digital or electronic device not owned by the City, including but not limited to any laptop computer, desktop computer, tablet computer, cellular telephone, personal digital assistant, or any other device capable of storing electronic information ("Digital Device") for City business without the City's prior written approval. Digital devices used by employees for City business may be subject to inspection to obtain City-related communications if requested under the Public Records Act.~~

### **APPLICATION**

~~This policy applies to all employees with the City of Carpinteria.~~

~~The City reserves the right to prohibit the use of voice mail and e-mail for the conduct of personal business when deemed appropriate.~~

### **EMPLOYEE RESPONSIBILITY**

- ~~• Employees will be required to acknowledge that they have read, understand and will abide by the agency's technology policy. Violation of the policy may result in discipline, up to and including dismissal.~~
- ~~• To the extent that, under some circumstance, an employee is allowed to use e-mail for personal purposes the employee does so at their own risk. Employees should be aware that deletion of a message or file may not fully eliminate the message from the system.~~
- ~~• Employees learning of any misuse of the voice mail, e-mail or other computer system or violations of this policy shall immediately notify the City Manager or their designee.~~

### **MANAGEMENT RESPONSIBILITIES AND GUIDELINES**

~~Management and supervisors are responsible for reasonable enforcement of this policy. Any e-mail information or messages revealed or disclosed under this policy are considered to be of a confidential nature.~~

## **APPENDIX B-**

### **SUBSTANCE ABUSE POLICY**

~~This policy sets forth the rights and obligations of City employees. Employees should familiarize themselves with the provisions of this policy because compliance with this policy is a condition of employment.~~

#### **I. — PURPOSE**

~~The City of Carpinteria, in its efforts to provide a drug and alcohol free environment, has adopted this Drug and Alcohol Free Workplace Policy. It is the purpose of this policy to eliminate alcohol and drug abuse by City Employees and its effects in the workplace. The presence of drugs and alcohol on the job and the influence of these substances on employees during working hours jeopardizes the safety of employees, the public, and the efficiency of City operations. It is the intent of the City, in adopting this policy, to meet the requirement of the Drug Free Workplace Act of 1988 (41 U.S.C. Section 701-707).~~

#### **II. — POLICY**

~~In recognitions of the duties entrusted to the employees of the City of Carpinteria and with knowledge that drugs and alcohol hinder a person's ability to perform job related duties safely and effectively, the City of Carpinteria adopts the following policy:~~

- ~~1. — The use, possession, manufacture, dispensation or distribution of drugs and alcohol is prohibited:
  - a. — in the workplace;
  - b. — while on City time;
  - c. — in City vehicles or facilities except as defined in City's facilities use policies;
  - d. — prior to coming to work, so that the employee's performance is impaired.~~
- ~~2. — The City is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled, under federal law.~~
- ~~3. — The City has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems (as well as for a variety of other personal problems). Employees may seek confidential assistance from the EAP counselor.~~

#### **III. — APPLICATION**

- ~~1. — This policy applies to all full time, part time and temporary employees, and to all applicants for positions with the City. This policy applies to alcohol and all substances, drugs or medications, legal or illegal, which impairs an employee's ability to effectively and safely perform their job duties.~~
- ~~2. — A copy of this policy will be provided to all City employees.~~
- ~~3. — A drug free awareness program will be established to inform employees of the~~

~~dangers and penalties of drug use in the workplace and of available counseling, rehabilitation and employee assistance programs.~~

- ~~4. Violations of the policy may result in disciplinary action being taken, up to and including termination.~~

#### ~~IV. DEFINITIONS~~

~~For the purposes of this policy:~~

- ~~A. "Illegal drugs" means any drug or controlled substance that is not legally obtainable or is legally obtainable but has not been legally obtained. Consistent with federal law, marijuana is considered an illegal drug, and consistent with the Federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act, the restrictions related to illegal drugs under this Policy also apply to marijuana.~~

#### ~~A. EMPLOYEE QUESTIONS~~

~~Employees shall refer any questions regarding rights and obligations under this policy to the Human Resources Division.~~

#### ~~B. PROHIBITIONS~~

~~The following conduct is prohibited and may result in discipline, up to and including termination:~~

- ~~1. The use, possession, manufacture, dispensation or distribution of drugs and alcohol is prohibited:
  - ~~a. in the workplace;~~
  - ~~b. while on City time;~~
  - ~~c. in City vehicles or facilities except as defined in City's facilities use policies;~~
  - ~~d. prior to coming to work, so that the employee's performance is impaired.~~~~
- ~~2. Reporting for duty or remaining on duty while having an alcohol blood concentration level of 0.08 or greater.~~
- ~~3. Being on duty or operating a vehicle on duty while possessing alcohol.~~
- ~~4. Using alcohol while on duty.~~
- ~~5. Reporting for duty or remaining on duty when the employee used any controlled substances, except of the use is pursuant to the written instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform their job.~~
- ~~6. Reporting for duty or remaining on duty if the employee tests positive for controlled substances.~~
- ~~7. Refusing to submit to any alcohol or controlled substances test required by this Policy. A covered employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested 0.08 or greater on an alcohol test or tested positively on a controlled substances test. A refusal to submit to an alcohol or controlled substances test required by this Policy includes, but is~~

~~not limited to:~~

- ~~a. — A refusal to provide a urine sample for a drug test;~~
- ~~b. — An inability to provide a urine sample without a valid medical explanation;~~
- ~~c. — A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test;~~
- ~~d. — An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;~~
- ~~e. — Tampering with or attempting to adulterate the urine specimen or collection procedure;~~
- ~~f. — Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested (the time allotted shall be reasonable. In most cases the City will provide transportation to and from the collection site.);~~
- ~~g. — Leaving the scene of an accident without a valid reason as to why authorization from a supervisor or manager who shall determine whether to send the employee for post-accident controlled substances and/or alcohol test was not obtained.~~

### ~~C. — USE OF LEGAL DRUGS~~

~~The City recognizes that it may be necessary for employees to use legal drugs from time-to-time. The City also recognizes that an employee who is using legal drugs might become impaired by the drug such that the employee's ability to perform or to perform safely would be compromised. Employee who knows or should know that their use of legal drugs might endanger their own safety or the safety of some other person, or pose a risk of significant damage to City property or the property of others, are obligated to report such use of legal drugs to Human Resources Division or the City Manager and obtain Human Resources' or the City Manager's consent to continue working. The City reserves the right to have a designated physician determine whether it is advisable for the employee to continue working while taking such drugs. The City further reserves the right to have the employee's physician certify that when returning from a leave of absence, the employee will not be using any legal drugs which might impair the employee's ability to perform the employee's job duties for the City.~~

~~If appropriate, the City may restrict the work activities of an employee who is using legal drugs or require that the employee take a leave of absence while taking such drugs. If the City permits an employee to work while using legal drugs, the employee still cannot report to work in any case if impaired by the use of the drugs if the impairment might endanger the employee's own safety or the safety of anyone else, pose a risk of significant damage to City property or substantially interfere with the employee's job performance or the efficient operation of the City's business. The City may require a medical certificate not medical diagnosis as a precondition to return to work.~~

### ~~D. — CIRCUMSTANCE UNDER WHICH DRUG AND ALCOHOL TESTING WILL BE IMPOSED ON COVERED EMPLOYEES.~~

#### ~~1. — Drug and Alcohol Testing~~

~~Applicants receiving a conditional offer of employment for certain designated positions, e.g. lifeguards, swim instructors, swim coaches, shall be subject to a urine and/or blood test for the presence of illegal drugs or alcohol. The City may refuse to employ an applicant whose test results show the presence of illegal drugs or alcohol. Applicants who are under a physician's care and/or are required to take legal drugs must notify the Human Resources Division or its designee of that fact in writing before the date of the pre-employment examination. This applies to initial appointment as a classified employee only, and not to promotion within the service.~~

## ~~2. Reasonable Suspicion Testing~~

~~The City may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of a drug or alcohol at work, under the following circumstances:~~

~~a. "Reasonable suspicion" to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors, include, but are not limited to a combination of: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, or other evidence of recent drug or alcohol use. If the City suspects drugs or alcohol may have played a role in an accident involving City property or equipment that will also constitute reasonable suspicion.~~

~~b. Document and Analysis: In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion in writing and analyze the matter with Human Resources or the City Manager, and if they are unavailable, the Department Head/Director. Any reasonable suspicion testing must be pre-approved by Human Resources or the City Manager, and if they are unavailable, the Department Head/Director.~~

~~c. Testing Protocol: If the documentation and analysis show that there is a reasonable suspicion of drug or alcohol abuse at work, and Human Resources or the City Manager, and if they are unavailable, the Department Head/Director, has approved, the employee will be relieved from duty, transported to the testing facility and to their home after the test. The employee will be placed on sick or other paid leave until the test results are received.~~

~~d. Interview of Employee: An employee shall not be asked any questions without first being offered the right to have a representative present.~~

## ~~1. Post-Accident Testing~~

~~Post-accident drug and alcohol testing will be conducted on employees following an accident where reasonable suspicion indicators also exist to support the testing.~~

~~Alcohol:~~ Post-accident alcohol test shall be administered within two hours following an accident and no test may be administered after eight hours.

~~Drug:~~ A post-accident drug test shall be conducted within eight (8) hours following the accident.

~~An accident occurs when as a result of an incident involving a vehicle operated by a covered employee:~~

- ~~(1) Any individual(s) receives an injury(s) requiring immediate hospital treatment, or~~
- ~~(2) There is a recommendation by an on scene paramedic or medical professional that individual(s) involved in the accident should see a physician for injury(s) arising out of the accident.~~
- ~~(3) A DMV Traffic Accident Report is required, i.e. the estimate of damage exceeds \$1,000 or the current DMV threshold and either law enforcement or, in the absence of law enforcement, Supervisor makes an on scene determination that the employee is at fault.~~

#### ~~4. Return To Duty/Follow-up Testing:~~

~~A covered employee who has violated any of the prohibitions of this policy (See Section C) may be required to submit to a return to duty test before he/she may be returned to their position. The test result must indicate an alcohol concentration of less than 0.08 or a verified negative result on a controlled substances test.~~

### ~~E. EMPLOYEE RESPONSIBILITIES:~~

~~An employee:~~

- ~~1. Must not report to work, or be subjected to scheduled duty while their ability to perform job duties is impaired due to on or off duty alcohol or drug use.~~
- ~~2. Must not use, possess, sell, purchase, manufacture, dispense or distribute, transport drugs or alcohol;~~
  - ~~a. in the workplace, or while conducting or performing City business, regardless of location, or while operating or responsible for the operation, custody, or care of City equipment or other property;~~
  - ~~b. on City time;~~
  - ~~c. in City vehicles or facilities except as defined in City's facilities use policies;~~
  - ~~d. prior to coming to work, so that the employee's performance is impaired~~
- ~~3. Must notify their supervisor, before beginning work, when drugs (prescription or non-prescription) may interfere with the safe and effective performance of duties or operation of City equipment. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using prescribed drug, authorization from a qualified physician may be required.~~
- ~~4. Must notify their dDepartment headDirector of any criminal drug or alcohol statute conviction, for a violation occurring in the workplace, no later than five (5) days after such conviction.~~

- ~~6. Who thinks he/she may have an alcohol or drug use problem is urged to voluntarily seek free confidential assistance from the City's Employee Assistance Program (EAP) counselor. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to job related performance problems.~~
- ~~7. Must notify their dDepartment headDirector of all alcohol or criminal drug statute convictions no later than 5 days after such conviction. Off duty arrests or charges do not need to be reported and will not be used for disciplinary or employment purposes.~~
- ~~8. Must notify their supervisor, before beginning work, when drugs (prescription or non-prescription) may interfere with the safe and effective performance of duties or operation of City equipment (See Attachment A, Article III, Section 3).~~
- ~~9. Who thinks he/she may an alcohol or drug use problem is urged to voluntarily seek free confidential assistance from the City's Employee Assistance Program (EAP) counselor. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to job related performance problems.~~

#### ~~F. MANAGERS' AND SUPERVISORS' RESPONSIBILITIES~~

- ~~1. Managers and supervisors are responsible for enforcement of this policy and will inform the Department HeadDirector and the Human Resources Manager of any violations.~~
- ~~2. Employees who may have a suspected alcohol or drug use problem should be encouraged to voluntarily seek confidential assistance from the City's Employee Assistance Program (EAP).~~
- ~~3. When an employee is involved in an accident, or there is reasonable suspicion, managers and supervisor shall prevent the employee from engaging in further work, remove the employee from the workplace, and then take the employee for a drug and/or alcohol test within the timelines outlined in Section D.2 above.~~

~~Managers and supervisors will participate in appropriate training on alcohol and drug abuse evaluation. When based on their direct observation, it is suspected that an employee may have illegal drugs, that manager would perform a written evaluation or request a trained evaluator to complete a written evaluation.~~

- ~~5. Managers and supervisors are responsible for complying with federal grant money including notification sanction associated with drug convictions or use of drugs in the workplace (41. U.S.C. Section 707-717).~~

#### ~~G. PROCEDURES TO BE USED FOR DETECTION OF DRUGS AND ALCOHOL~~

##### ~~1. Alcohol Testing:~~

~~Alcohol testing will be conducted by using an evidential breath device (EBT) approved by the National Highway Traffic Safety Administration. (Non-EBT devices may be used for initial screening tests.)~~

~~A screening test will be conducted first. If the result is an alcohol concentration level of less than 0.02, the test is considered a negative test. If the alcohol concentration level is 0.02 or more, a second confirmation test will be conducted. A positive test for alcohol means a confirmed alcohol concentration of 0.08 or more.~~

~~The procedures that will be utilized by the collection and testing of the specimen shall be the same as those required under the City of Carpinteria Drug and Alcohol Testing Policy Pursuant To Department of Transportation Regulations (49 CFR 40).~~

~~2. — **Drug Testing:**~~

~~Drug testing will be considered pursuant to the same requirements as those required by the City of Carpinteria Drug And Alcohol Testing Policy Pursuant To Department Of Transportation Regulations (49 CFR Part 40).~~

- ~~a. — The urine specimen will be split into two (2) bottles labeled as primary” and “split” specimen. Both bottles will be sent to the lab;~~
- ~~b. — A positive test means a test that is positive for controlled substances under the Federal D.O.T. Urine Specimen Testing Levels. If the urinalysis of the primary specimen test positive for the presence of controlled substances, the employee has seventy two (72) hours to request that the split specimen be analyzed by a different certified lab at the employee’s cost.~~
- ~~c. — The urine sample will be tested for the following: marijuana, cocaine, opiates, amphetamines, and phenacyclidine;~~
- ~~d. — If the test is positive for one or more of the drugs, a confirmation test will be performed using gas chromatography/mass spectrometry analysis;~~
- ~~e. — All drug results will be reviewed and interpreted by a physician before they are reported to the employee and then to the City;~~
- ~~f. — With all positive drug tests, the physician (a.k.a. Medical Review Officer) will first contact the employee to determine if there is an alternative medical explanation f or the positive test result. If documentation is provided and the MRO determines that there was legitimate medical use for the prohibited drug, the test result may be reported to the City as “negative.”~~

~~3. — **Confidentiality:**~~

~~The confidentiality of records shall be maintained in the same manner as set forth in the City of Carpinteria Drug and Alcohol Testing Policy Pursuant to Department Of Transportation Regulations.~~

~~H. — **CONSEQUENCES OF FAILING/REFUSING AN ALCOHOL AND/OR DRUG TEST:**~~

~~FAILING A PRE-EMPLOYMENT DRUG TEST WILL BE GROUNDS FOR REJECTION FROM EMPLOYMENT.~~

~~UPON FAILING A REASONABLE SUSPICION AND/OR POST-ACCIDENT ALCOHOL AND/OR DRUG TEST THE EMPLOYEE:~~

- ~~1. — Will be removed from driving or operating any heavy or dangerous equipment;~~
- ~~2. — May be disciplined up to termination. Failing/refusal to take a controlled substances/alcohol test may result in disciplinary action, up to including termination.~~
- ~~3. — May be allowed to sign a last chance agreement as an alternative to discipline which could require the employee to undergo treatment to cure their alcohol or drug abuse and be tested periodically. Generally, an employee who tests positive and has not been~~

~~found to be using alcohol or drugs on duty will be offered a last chance agreement. The City does not pay for this examination or any treatment. However, if the exam and/or treatment is covered by the employee's insurance policy, the employee may use the insurance policy to (help) pay for the covered expenses.~~

- ~~4. The employee may use leave bank hours compensatory time hours or leave without pay while undergoing treatment/rehabilitation.~~
- ~~5. May not be returned to their position until the employee submits to a return to duty controlled substances and/or alcohol test (depending on which test the employee failed) which indicates an alcohol concentration level of less than 0.08 or a negative result on a controlled substances test;~~
- ~~6. May be required to submit to unannounced follow-up testing after he/she has been returned to their safety sensitive position for a period of one year.~~

**~~J. EMPLOYEE ASSISTANCE PROGRAM (EAP)~~**

~~The City has established an Employee Assistance Program to help employees who need assistance with alcohol and controlled substance abuse. Employees are encouraged to contact the Human Resources/Risk Manager for the number of the current EAP provider.~~

**APPENDIX C**  
**CITY OF CARPINTERIA**  
**PROHIBITION OF**  
**HARASSMENT, DISCRIMINATION AND RETALIATION**  
**POLICY**

**A. — PURPOSE**

It is the City's intent and the purpose of this Policy to provide all employees, officers and officials, applicants, interns, volunteers and contractors with an environment that is free from any form of unlawful harassment, discrimination or retaliation as defined in this Policy and as provided under federal and state law. This Policy prohibits unlawful harassment or discrimination on the basis of any of the following protected classifications: an individual's race, religion, color, sex (which includes gender, pregnancy, childbirth or related medical conditions), gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, military and veteran status, veteran status, marital status, age for individuals over forty years of age, medical condition, physical or mental disability (whether perceived or actual), genetic information, and any other factor made unlawful by federal, state, or local law.

It is also the policy of the City to provide a procedure for investigating and addressing complaints of alleged harassment, discrimination and retaliation in violation of this Policy. The protection from harassment and discrimination includes protection from retaliation against an employee for their having taken action either as a complainant, or for assisting a complainant in taking action, participating in an investigation, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy for a breach of this Policy.

**B. — POLICY**

The City has zero tolerance for any conduct that violates this Policy. Conduct need not rise to the level of a violation of law in order to violate this Policy. Instead, a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions. If you are in doubt as to whether or not any particular conduct may violate this Policy, contact a manager, Department, or the Human Resources/Risk Manager, and, if applicable, do not engage in the conduct and seek guidance from a manager, Department head or the Human Resources/Risk Manager.

**C. — DEFINITIONS**

**a. — Protected Classifications:**

This Policy prohibits harassment or discrimination because of an individual's protected classification(s). "Protected Classification" includes race, religion, color, sex (which includes gender, pregnancy, childbirth or related medical conditions), gender identity or expression, sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, citizenship status, military status, veteran status, marital status, age, medical condition and physical or mental disability (whether perceived or actual).

**b. — Policy Coverage:**

This Policy prohibits City officials, officers, employees, interns and contractors from harassing or discriminating against applicants, officers, officials, employees, interns and contractors because:

~~(1) of an individual's Protected Classification, (2) of the perception that an individual has a Protected Classification, or (3) the individual associates with a person who has or is perceived to have a Protected Classification. Third parties such as visitors to City Hall are also prohibited from engaging such harassment or discrimination. Any such alleged harassment or discrimination should be reported immediately as provided in this Policy.~~

~~**e. — Discrimination:**~~

~~This Policy prohibits treating individuals differently or otherwise discriminating against an individual because of the individual's Protected Classification as defined by this Policy.~~

~~**d. — Harassment:**~~

~~By definition, harassment based on an individual's protected classification as defined by this policy, including sexual harassment, is not within the course and scope of an individual's employment with the City. Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive or hostile working environment or interferes with work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment. Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or cartoons regarding an employee's Protected Classification. The following are some examples of behavior that can constitute harassment:~~

- ~~**a. Verbal harassment**, such as epithets (nicknames and slang terms), derogatory or suggestive comments, jokes or slurs, including graphic verbal commentaries about an individual's body, or that identify a person on the basis of their Protected Classification. Verbal harassment may include comments on appearance and stories that tend to disparage those of a Protected Classification.~~
- ~~**b. Visual forms of harassment**, such as derogatory posters, notices, bulletins, cartoons, drawings, sexually suggestive objects, or e-mails on the basis of a Protected Classification.~~
- ~~**c. Physical harassment**, such as assault, touching, impeding or blocking movement, grabbing, patting, propositioning, leering, making express or implied job-related threats in return for submission to physical acts, mimicking, taunting, or any physical interference with normal work or movement.~~
- ~~**d. Sexually harassing conduct** in particular includes all of these prohibited actions as well as other unwelcome conduct such as requests for sexual favors, unwelcome sexual advances, or verbal or physical conduct of a sexual nature (like name calling, suggestive comments, or lewd talk).~~
- ~~**e. Romantic or sexual relationships** between supervisors and subordinate employees are discouraged. There can be an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome~~

~~becomes unwelcome and harassing. To avoid possible claims of sexual harassment, if a supervisor or manager intends to enter into a romantic or sexual relationship with a subordinate employee, the supervisor or manager must inform the Human Resources/Risk Manager so that appropriate steps can be taken to minimize the risk of possible claims of sexual harassment.~~

#### **D. RETALIATION**

~~Retaliation against an employee who reports or provides information in good faith about harassment or discrimination is strictly prohibited, as is retaliation against an employee for their having taken action either as a complainant, or for assisting a complainant in taking action, participating in an investigation, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy for a breach of this Policy. Any act of retaliation violates this Policy and will result in appropriate disciplinary action. Examples of actions that might be retaliation against a complainant, witness or other participant in the complaint process include: (1) singling a person out for harsher treatment; (2) lowering a performance evaluation; (3) failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion or discharge; or (4) real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.~~

~~Before a supervisor or manager attempts to insulate or protect a complainant by changing his or her work environment or schedule or duties or by transferring the complainant to another position or location, the supervisor or manager should contact the Human Resources/Risk Manager.~~

#### **E. REPORTING HARASSMENT, DISCRIMINATION OR RETALIATION**

~~An applicant, employee, officer, official, intern, volunteer or contractor who feels he or she has been harassed, discriminated against or retaliated against in violation of this Policy should report the conduct immediately as outlined below so that the complaint can be resolved quickly and fairly.~~

~~All employees involved in the complaint process may be represented by a person of their choosing and at their own expense.~~

##### **1. Object to the Conduct**

~~Sometimes an individual is unaware that their conduct violates this Policy. In these situations the offensive behavior may be eliminated by simply informing the offender that the conduct or language in question is unwelcome and offensive and request that it be discontinued immediately.~~

~~A person who believes he/she is being harassed is encouraged, but is not required to use this process. When the conduct in question continues after the offending person has been informed it is offensive, or if a person does not feel comfortable talking to the offending person directly, the employee should make a report in accordance with subsection 2 or 3 below.~~

##### **2. Oral Report**

~~If a person who believes that this Policy has been violated does not want to first speak with the offending person, he/she should report the conduct to a supervisor, any City management employee, or the Human Resources Manager. Any supervisory or management employee who receives such a report must in turn direct it to the Human Resources/Risk Manager. The Human Resources/Risk Manager will determine what level of investigation and response is necessary.~~

### ~~3. — Written Process~~

~~An individual who believes this Policy has been violated and does not feel comfortable using the process outlined above may provide a written complaint to a supervisor, or any management employee who in turn must direct the complaint to the Human Resources/Risk Manager, or to the Human Resources/Risk Manager directly. Individuals are encouraged to use the Confidential Complaint Form for this purpose, a copy of which is attached to this Policy.~~

## ~~F. CITY'S RESPONSE TO COMPLAINT OF HARASSMENT, DISCRIMINATION OR RETALIATION~~

### ~~1. — Investigation~~

~~Upon receipt of a complaint of alleged harassment, discrimination or retaliation, the Human Resources/Risk Manager will be responsible for coordinating a thorough investigation (unless he/she is named in the complaint). The Human Resources/Risk Manager may hire an outside investigator if the City deems appropriate. The type of investigation undertaken, and the party chosen to conduct the investigation will depend on the nature of the complaint made and will be determined by the Human Resources/Risk Manager. The Human Resources/Risk Manager will report the status of investigations to the City Manager as appropriate.~~

~~The Human Resources/Risk Manager, in concurrence with the City Manager, may take interim action to diffuse volatile circumstances, such as placing the alleged perpetrator on paid administrative leave or temporarily transferring the alleged perpetrator. Generally, no interim action should be taken to change the complaining individual's working conditions unless the complaining individual voluntarily consents to the temporary change or the Human Resources/Risk Manager determines that doing so is appropriate under the circumstances.~~

~~The City attempts to take a proactive approach to potential Policy violations and may conduct an investigation regarding possible harassment, discrimination or retaliation in appropriate circumstances, regardless of whether or not the recipient of the alleged action or a third party reports a potential violation.~~

~~At the conclusion of the investigation, if it is determined that the alleged conduct did not occur or that this Policy was not violated, the Human Resources/Risk Manager will notify the complainant and the alleged perpetrator, if appropriate, of the general conclusion(s) of the investigation and whether any further action is warranted.~~

### ~~2. — Remedial and Disciplinary Action~~

~~If the investigation determines that the alleged conduct occurred or that the conduct otherwise violated this Policy, the City will notify the complainant and perpetrator of the general conclusion(s) of the investigation and take effective remedial action that is designed to discipline the perpetrator and deter future violations of this Policy. Any employee or officer determined to have violated this Policy will be subject to disciplinary action, up to and including termination. Disciplinary action may also be taken against any official, supervisor or manager who condones or fails to report potential violations of this Policy, or who otherwise fails to take appropriate action to enforce this Policy.~~

~~Any official contractor or other non-City employee found to have violated this Policy will be subject to appropriate sanctions.~~

### ~~3. — Confidentiality~~

~~Every reasonable effort will be made to assure the confidentiality of complaints made under this Policy. Complete confidentiality cannot occur, however, due to the need to fully investigate potential Policy violations and take effective remedial action.~~

## ~~G. — RESPONSIBILITIES OF EMPLOYEES, MANAGEMENT AND SUPERVISORY EMPLOYEES~~

### ~~1. — Employees~~

~~In order to establish and maintain a professional working environment, while at the same time preventing harassment, discrimination, and retaliation, employees are expected to:~~

- ~~• Set an example of acceptable conduct by not participating in or provoking behavior that violates this Policy. Try not to be angry or insulted if an individual tells you that your behavior is offensive. People have different ethical values and standards and may be offended by behavior you think is proper. When appropriate, tell the individual you did not realize your behavior was offensive, and immediately cease the conduct.~~
- ~~• Let fellow employees know when you consider behavior offensive. The City hires people from a wide variety of cultural and ethnic backgrounds, and an individual may not realize behavior he or she thinks is proper could be seen by others as offensive.~~
- ~~• Report harassment, discrimination or retaliation as quickly as possible, whether the reporting employee is the target of the conduct or a witness.~~
- ~~• If an employee witness's harassment, he or she should report it to a supervisor, manager or the Human Resources Manager, and may tell the individual being harassed that the City has a policy prohibiting such behavior, and that he or she can demand that the harasser cease the behavior or report is under this Policy.~~
- ~~• Fully cooperate with the City's investigation of complaints made under this Policy.~~

### ~~2. — Managers and Supervisors~~

~~In addition to the responsibilities listed above, managers and supervisors are responsible for the following:~~

- ~~• Implementing this Policy by taking all complaints seriously and modeling behavior that is consistent with this Policy. Direct all complaints to the Human Resources Administrator.~~
- ~~• Take positive steps to eliminate any form of harassment, discrimination or retaliation observed or brought to their attention.~~
- ~~• No department director, manager, supervisor or other employee may retaliate through any action of intimidation, restraint, coercion or discrimination.~~
- ~~• Monitoring the work environment and taking appropriate action to stop potential Policy violations.~~
- ~~• When appropriate, follow up with those who have complained to ensure the behavior complained of has ceased.~~

## ~~H. — Option to Report to Outside Administrative Agencies~~

~~Sexual harassment and retaliation for opposing sexual harassment or participating in investigations of sexual harassment are illegal. In addition to notifying the Company about harassment or retaliation complaints, affected employees may also direct their complaints to the California~~

~~Department of Fair Employment and Housing (DFEH), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one (1) year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Council (FEHC) or file a lawsuit in court. Both the FEHC and the courts have the authority to award monetary and non-monetary relief in meritorious cases. You can contact the nearest DFEH office or the FEHC at the locations listed in the City's DFEH poster or by checking the state government listings in the local telephone directory.~~

## **APPENDIX D RETURN TO WORK POLICY**

### **Purpose**

~~The purpose of this policy is to establish guidelines that the City may follow, should an employee have an extended absence due to illness or injury.~~

~~The City strives to assist employees to return to work at the earliest possible date following an injury or illness. However, this policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation or covered under leave provisions under the terms of this COE or federal or state law.~~

~~The City cannot guarantee a transitional position and is under no obligation to offer, create or encumber any specific position for purposes of offering placement to such a position.~~

~~Inquiries about the reasonable accommodation for disabilities or employee leave rights should be directed to the Human Resources Department (HR).~~

### **Transitional Work**

~~The City defines "transitional work" as temporary, light duty and/or modified work assignments within the employee's physical abilities, knowledge and skills.~~

~~When possible, in the discretion of the City, transitional positions will be made available to injured workers to minimize or eliminate time lost from work.~~

~~The policy only applies to regular full and part time employees who are on leave as a result of injury or illness.~~

~~In the event an employee refuses transitional work (outside the qualified employee's FMLA/CFRA benefits period) and the employee satisfies the restrictions and ability to perform the transitional position, the City is not obligated to provide an alternative position. In such cases, the City will notify the insurance carrier of the employee's refusal of the transitional work.~~

### **Procedures**

~~To obtain a transitional assignment the employee must provide a statement from the employee's treating health care professional containing the following information:~~

- ~~a) That treating health care professional has reviewed the employee's job description;~~
- ~~b) That the employee cannot perform all of the essential functions of their job, identifying which essential functions cannot be performed;~~
- ~~c) When the employee will be able to resume performing all essential functions of their job, with or without accommodation, and if accommodation will be required, the nature of that accommodation;~~
- ~~d) If the treating health care practitioner cannot determine when the employee will be able to resume performing all essential functions of their job, when the~~

~~employee will next be evaluated for that purpose;~~

- ~~e) In addition, all other work limitations, such as restrictions on lifting, standing, sitting, walking, hours that can be worked and the like, so that the nature of possible transitional employment can be evaluated, and how long each of those limitations will be in place; and~~
- ~~f) Any other limitation of the employee's ability to perform work for the City in a transitional position~~

~~If the treating health care provider provides the above information to the satisfaction of the City, and releases the employee to return to work on modified duty the City will review the information to determine if a transitional position for the employee is appropriate and transitional work falls within City business needs. Transitional positions are developed based on the physical capability of the worker, the business needs of the City and the availability of transitional work. The City will determine appropriate work hours, shifts, duration and locations of all work assignments. The City reserves the right in its sole discretion to determine the availability, appropriateness and continuation of all transitional work assignments. The assignment to a transitional position cannot exceed 6 months.~~

~~If the employee is offered a transitional position, a transitional position job description, including physical requirements, will be prepared for review and approval by the treating health care provider. Once approved, the employee will be provided a letter noting the treating health care provider's approval and the start date, hours, wage, duration and location of the transitional work assignment. The employee will be asked to sign the letter indicating their acceptance or refusal of the transitional work job offer and to return the letter to HR.~~

~~Any employee returning to a transitional position must not exceed the duties of the position or go beyond the doctor's restrictions. If any medical restrictions change, the employee must immediately notify their supervisor and provide the supervisor a copy of the new medical release. If, in the judgment of the City, the employee is unable to satisfactorily perform the duties of the transitional position, the City may end the employee's transitional work assignment. The City will keep its insurance carriers apprised of relevant information related to the provisions of this section and its application to employees.~~

#### **~~EMPLOYEE RESPONSIBILITY~~**

- ~~• Employees will be required to acknowledge that they have read, understand and will abide by the agency's technology policy. Violation of the policy may result in discipline, up to and including dismissal.~~
- ~~• To the extent that, under some circumstance, an employee is allowed to use e-mail for personal purposes the employee does so at their own risk. Employees should be aware that deletion of a message or file may not fully eliminate the message from the system.~~
- ~~• Employees learning of any misuse of the voice mail, e-mail or other computer system or violations of this policy shall immediately notify the City Manager or their designee.~~

**~~MANAGEMENT RESPONSIBILITIES AND GUIDELINES~~**

~~Management and supervisors are responsible for reasonable enforcement of this policy. Any e-mail information or messages revealed or disclosed under this policy are considered to be of a confidential nature.~~



# City of Carpinteria

---

## COUNCIL AGENDA STAFF REPORT

### **ITEM FOR COUNCIL CONSIDERATION**

Agreement with Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection and Hazardous Waste Emergency Response Services.

### **STAFF RECOMMENDATION**

Authorize the City Manager to execute an Agreement with Clean Harbors Environmental Services, Inc. for household hazardous waste collection and hazardous waste emergency response services in an amount not to exceed \$140,000.

Sample Motion: I move to authorize the City Manager to execute an Agreement with Clean Harbors Environmental Services, Inc., for household hazardous waste collection and hazardous waste emergency response services in an amount not to exceed \$140,000.

*(This motion requires a roll call vote.)*

### **BACKGROUND**

Clean Harbors Environmental Services, Inc. (Clean Harbors) is a hazardous waste management firm that provides hazardous waste collection, transportation, and disposal services within North America. Since 2019, the City has contracted with Clean Harbors for the collection, transportation, and disposal of hazardous waste from the City's Annual Household Hazardous Waste (HHW) Collection Day and bi-weekly Antifreeze, Batteries, Oil, and Paint (ABOP) Program, respectively. For hazardous waste emergency response, the City currently procures services on an ad hoc basis, as there is no existing contractual arrangement with Clean Harbors. As a result, staff must solicit other hazardous waste response firms for each individual incident, resulting in variable costs, inconsistent procedures, and potential response delays.

The purpose of this agenda item is for the City Council to authorize the City Manager to execute an Agreement with Clean Harbors Environmental Services, Inc. for household hazardous waste collection and hazardous waste emergency response services in an amount not to exceed \$140,000.

## **DISCUSSION**

The proposed Agreement with Clean Harbors, as provided in Attachment A, is for both household hazardous waste collection and hazardous waste emergency response services. The Agreement would contractually provide for 1) set fee rates, 2) consistent emergency response protocols and reliability, and 3) elimination of ad hoc basis emergency response service procurements of other firms for every incident.

Staff identified Clean Harbors through an existing cooperative purchasing agreement administered by OMNIA Partners, a national public sector cooperative purchasing organization. Pursuant to the City's Procurement Policy<sup>1</sup>, the City may utilize cooperative purchasing agreements to procure goods and services that have been competitively solicited by another public agency or cooperative purchasing entity. Through cooperative purchasing agreements, the City is able to procure quality goods and services at competitive prices while maintaining the quality standards needed to support City operations. Staff requested a fee schedule from Clean Harbors, a copy of which is provided in an attachment to the Agreement. The fee schedule reflects increases of up to approximately 12 percent and will become effective on January 1, 2026.

Based on historical expenditures by the City, anticipated service needs, and projected rate increases, staff estimates an annual cost of approximately \$70,000, which includes:

- Four (4) annual household hazardous waste pickups (approximately \$5,000 per pickup);
- One (1) Annual Household Hazardous Waste Collection Day (approximately \$40,000 per event); and
- Hazardous waste emergency environmental response services (approximately \$10,000 per annum).

Staff reviewed the fee schedule and determined it to be consistent with regional market trends for household hazardous waste collection and emergency response services.

In order to continue these essential services and comply with state and federal waste management regulations, staff recommends a two-year Agreement with Clean Harbors at an annual compensation amount not to exceed \$70,000, for a total agreement value of \$140,000. Funding for the first year of the Agreement is included in the current two-year budget, while funding for the second year will be budgeted as part of the next two-year budget cycle covering Fiscal Years 2027/28 and 2028/29. This contractual arrangement would provide cost predictability, accommodate potential rate increases, and eliminate ad hoc procurements of hazardous waste emergency response services. Finally, Clean Harbors would serve as the generator of record for both household hazardous waste collection and hazardous waste emergency response services, significantly reducing the City's administrative and regulatory compliance burden.

---

<sup>1</sup> City Council Resolution No. 6341

## **POLICY CONSISTENCY**

The recommendation is consistent with the City's Procurement Policy.

The recommendation is also consistent with the following objectives and policies in the Public Facilities and Services Element of the General Plan and Local Coastal Plan:

### *Policies:*

*PF-2c. The City shall maintain a waste hauling contract that includes provisions sufficient to comply with State law concerning waste stream reduction and shall ensure through the development review process that adequate on-site waste facilities are established and maintained.*

## **FINANCIAL CONSIDERATIONS**

No additional funding requested. The first year of the Agreement is funded in the current two-year budget; the second year will be funded through the next Fiscal Year 2027/28-2028/29 two-year budget, pending City Council budget approval.

## **LEGAL AND RISK MANAGEMENT CONSIDERATIONS**

This activity is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines, as it involves organizational and administrative activities of the City that will not result in a direct or indirect physical change to the environment.

## **OPTIONS**

The City Council could choose to:

1. Authorize the City Manager to execute an Agreement with Clean Harbors Environmental Services, Inc. for household hazardous waste collection and hazardous waste emergency response services in an amount not to exceed \$140,000. (Staff Recommendation)
2. Decline to approve the recommendation and direct staff as determined appropriate.

## **PRINCIPAL PARTIES EXPECTED AT MEETING**

None.

## **ATTACHMENTS**

Attachment A: Clean Harbors Agreement

Staff contact:  
Tatianna Suriel, Environmental Program Specialist  
(805) 880-3415; [tatiannas@carpinteriaca.gov](mailto:tatiannas@carpinteriaca.gov)

  
\_\_\_\_\_  
Signature

Staff contact:  
DeLayni Millar, Environmental Program Manager  
(805) 755-4431; [delaynim@carpinteriaca.gov](mailto:delaynim@carpinteriaca.gov)

  
\_\_\_\_\_  
Signature

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

  
\_\_\_\_\_  
Signature

Reviewed by:  
Licette Maldonado, Administrative Services Director  
(805) 755-4448; [licettem@carpinteriaca.gov](mailto:licettem@carpinteriaca.gov)

  
\_\_\_\_\_  
Signature

Reviewed by:  
Ryan Kintz, Assistant City Manager  
(805) 755-4400; [ryank@carpinteriaca.gov](mailto:ryank@carpinteriaca.gov)

  
\_\_\_\_\_  
Signature

Reviewed by:  
Michael Ramirez, City Manager  
(805) 755-4450; [michaelr@carpinteriaca.gov](mailto:michaelr@carpinteriaca.gov)

  
\_\_\_\_\_  
Signature

**ATTACHMENT A**  
**Agreement**

## **AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION AND ON-CALL ENVIRONMENTAL EMERGENCY RESPONSE SERVICES**

This Agreement is entered into this \_\_\_\_\_ day of June, 2026 (“Effective Date”) by and between the City of Carpinteria, a California municipal corporation (hereinafter "Community"), and Clean Harbors Environmental Services, Inc. (hereinafter "Clean Harbors"), a Massachusetts corporation.

Community and Clean Harbors hereby agree as follows:

### **1. Services.**

- a. **Two Annual Household Hazardous Waste Collection Days.** On Saturday, June 13, 2026 and another date in Spring 2027, Clean Harbors shall provide at 5775 Carpinteria Avenue, Carpinteria, California (the "Site"), (1) an employee or agent of Clean Harbors (the "Site Chemist") trained in the identification and handling of household hazardous wastes ("Hazardous Waste") as defined by Environmental Laws; and (2) such personnel, equipment and materials as are necessary to handle, containerize, label, load, transport, and dispose of said Hazardous Waste in a manner which conforms to state, federal, and local laws and regulations- (collectively, the “Services”).

For the purposes of this Agreement, “Environmental Laws” shall mean any federal, state or local law (whether imposed by statute, ordinance, rule, regulation, administrative or judicial order, common law, or other legally binding requirement), now or hereafter enacted or amended, governing health, safety, industrial hygiene, the environment or natural resources, or hazardous waste, including, without limitation, such laws governing or regulating the use, generation, storage, removal, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, hazardous waste, including, without limitation the following: the Clean Air Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act as amended by the Solid and Hazardous Waste amendments of 1984, the Occupational Safety and Health Act, the Emergency Planning and Community Right-to-Know Act of 1986, the Hazardous Materials Transportation Act, the Solid Waste Disposal Act, and any local, state or federal laws, statutes, ordinances, rules or regulations implementaing or addressing similar matters.

- i. Community Covenants:
  - (1) The Community shall provide a police officer to maintain order and an authorized representative ("Community Coordinator") at the Site as necessary.

- (2) The Community shall use best efforts to assure that all Hazardous Wastes approved by the Community Coordinator are the household Hazardous Wastes of community residents.
- (3) The Community hereby grants to Clean Harbors the absolute right to reject any Hazardous Waste at the Site.

ii. Clean Harbors Covenants:

- (1) Clean Harbors shall accept only household Hazardous Waste for transportation and disposal from those individuals who are approved by the Community Coordinator in such amounts as are approved by the Community Coordinator.
- (2) Clean Harbors shall be deemed to be the “generator” and the “transporter” of all Hazardous Wastes accepted by Clean Harbors at the Site.
- (3) Clean Harbors shall transport for disposal all Hazardous Wastes which it has accepted at the Site. Such Hazardous Wastes shall be transported to licensed facilities for lawful disposal.
- (4) Title to all Wastes accepted by Clean Harbors at the Site shall pass to Clean Harbors.
- (5) The Site Chemist will make a determination and notify the Community Coordinator when the costs of acceptance, transportation and disposal of household Hazardous Waste accepted by Clean Harbors at the Site has reached the Contract Limit. Clean Harbors shall immediately cease all Services upon reaching the Contract Limit, and shall not perform any additional Services unless previously authorized in writing by the Community.

- b. **Up To Four Annual Household Hazardous Waste Pickups.** Clean Harbors shall provide up to four (4) annual household hazardous waste (e.g., Antifreeze, Batteries, Oil, and Paint) pickup events at locations designated by the Community (“HHW Pickup Services”). Each HHW Pickup Service shall include labor, equipment, transportation, and disposal necessary to collect and properly manage household hazardous waste in compliance with all applicable Environmental Laws.
- c. **Emergency Response Services.** Clean Harbors shall provide on-call environmental emergency response services (“Emergency Response Services”) to the Community on an as-needed basis during the term of this Agreement. Emergency Response Services may include, but are not limited to, emergency

spill response, hazardous materials containment and cleanup, emergency lab packing, and related environmental response activities, as further described in Clean Harbors' Emergency Response & Disaster Recovery Services materials attached hereto as Exhibit C.

## 2. **Term.**

This Agreement shall be effective as of the Effective Date and shall continue for two years, unless terminated earlier as provided herein. Either party may terminate this Agreement at any time, without cause and for convenience, upon thirty (30) days' written notice to the other party.

## 3. **Clean Harbors Representations and Covenants.**

- a. Clean Harbors shall ensure that the Services to be provided hereunder (i) are performed by adequately trained, competent personnel in a highly professional and workmanlike manner, (ii) meet all applicable industry standards and (iii) are performed in accordance with the terms and conditions of this Agreement.
- b. Clean Harbors shall, in performing the Services, comply with all applicable federal, state and local laws, ordinances, regulations and orders, including Environmental Laws (collectively, "Applicable Law"). If Clean Harbors receives notice of a violation or potential violation of any Applicable Law, or becomes aware of facts which could reasonably result in a potential violation of Applicable Law, Clean Harbors shall immediately provide written notice to the Community within five (5) business days of receipt of such notice or awareness of such knowledge and promptly take all necessary actions to remedy the violations or prevent any further violations, as applicable.
- c. Prior to commencing performance of any of the Services, Clean Harbors shall obtain, and shall maintain throughout the term of this Agreement, all approvals, licenses and permits (collectively "Permits") required by any Applicable Law or governmental agency, board or other jurisdiction in order to provide the Services, including, but not limited to:
  - i. A valid Environmental Protection Agency identification number for generation and transportation of Hazardous Wastes;
  - ii. A valid state transporter's license for transportation of Hazardous and acutely Hazardous Wastes;
  - iii. A vehicle identification device for each vehicle used by Clean Harbors to transport Hazardous Wastes from the Site;
  - iv. Authorization from the Interstate Commerce Commission and the appropriate state agency to operate a common carrier; and,
  - v. All other local, state and federal permits and licenses necessary to legally transport Hazardous Wastes.

- d. Clean Harbors shall (i) furnish and maintain sufficient and suitable materials, vehicles and equipment that are required to meet the requirements and perform the Services contracted for pursuant to this Agreement, and (ii) maintain such materials, vehicles and equipment in good condition and repair and in compliance with all Applicable Laws at all times.
- e. All Services rendered by Clean Harbors shall be performed in accordance with all Applicable Laws by trained and qualified personnel. All personnel fulfilling the terms of this Agreement shall be adequately supervised by Clean Harbors and shall in all instances be employees, contractors, subcontractors or agents of Clean Harbors.
- f. Clean Harbors shall promptly notify the Community of any issues that impede or preclude Clean Harbors from providing any or all of the Services in compliance with Applicable Laws.
- g. Clean Harbors shall be solely responsible for the means, methods, techniques and procedures used by Clean Harbors to perform the Services under this Agreement.
- h. Clean Harbors represents that it understands the currently known hazards to persons, property and the environment resulting from the transportation, treatment and disposal of Hazardous Waste. Clean Harbors further represents that it will perform all services under this Agreement in a safe, efficient and lawful manner, using industry-accepted practices and methods in accordance with Applicable Laws.
- i. In the event of any spill, discharge, or release (collectively "Release") either off-Site or on-Site, of Hazardous Waste in Clean Harbor's control or possession obtained from the Site, Clean Harbors shall: (i) promptly notify Community; (ii) promptly remove any Hazardous Materials and remediate the area in full compliance with all Applicable Laws; and (iii) shall be responsible for all costs and liabilities associated in any way with such spill, discharge, or release and subsequent remediation. Clean Harbors shall not be responsible for any Release cause by the negligence or willful misconduct of the Community or the Community's respective officers, directors, employees, partners, members, managers, subsidiaries, affiliates, agents, attorneys, successors, assigns, and authorized representatives ("Agents").

#### 4. Payment.

- a. Community agrees to pay Clean Harbors for services under this Agreement in accordance with the attached Rate Schedules. In no event, however, shall the cost of Services exceed \$140,000 (*one hundred forty thousand dollars*) (the "Contract Limit"). Rates for individual Services are capped as follows:

- i. Household Hazardous Waste Collection Event: Not to exceed Forty Thousand Dollars (\$40,000) per contract year (\$80,000 during the Term). Rates shall be charged in accordance with the Household Hazardous Waste Rate Schedule at Exhibit A.
- ii. Emergency Response Services: Not to exceed Ten Thousand Dollars (\$10,000) per contract year (\$20,000 during the Term). Emergency Response Services shall be provided only upon written request or authorization by the Community and shall be billed in accordance with the applicable Emergency Response Rate Schedule attached hereto as Exhibit B.
- iii. Household Hazardous Waste Pickup Services:
  - (1) Either: Up to four (4) pickup events per year (\$5,000 per pickup); or, Twenty Thousand Dollars (\$20,000) per contract year, whichever occurs first.
  - (2) In no event shall the annual cost of HHW Pickup Services exceed \$20,000 in a year. Pick-up costs being weight-based, the total annual cost may reach \$20,000 in fewer than four pick-ups if the collected volume is higher than anticipated during the year.
- b. The Parties expressly agree that Clean Harbors shall not be entitled to any compensation above the Contract Limit, and the Community shall not be obligated to pay any compensation above the Contract Limit, unless previously approved in writing by the Community.
- c. Community agrees to pay Clean Harbors within thirty (30) days of receipt of an invoice. The invoice shall include an itemized list of Services provided and the associated cost. Interest shall accrue at the rate of one and one half (1.5%) percent per month after thirty (30) days. In the event that legal or other action is required to collect unpaid balances or invoices, Community agrees to pay all costs of collection, including reasonable attorney's fees, which may be incurred by Clean Harbors if Community is found liable for the unpaid balance or invoices. Notwithstanding the foregoing, interest shall not accrue on any invoice or unpaid balance that Community disputes in good faith pursuant to the dispute resolution procedures contained in Section 7.
- d. Upon termination for any reason, Community shall pay Clean Harbors for all services perform and accepted through the effective date of termination. Clean Harbors shall not be entitled to payment for any service not performed as of the termination date, nor for any anticipated profits or consequential damages.

## 5. Indemnification.

- a. Clean Harbors shall defend, indemnify, and hold harmless Community and its Agents (collectively, with Community, the "Indemnified Parties"), from and against any and all liabilities, claims, losses, actions, damages, judgments, costs

and expenses of whatever nature (including reasonable attorney's fees, court costs and other litigation expenses) of any nature whatsoever (collectively, "Losses"), incurred by Indemnified Parties, arising out of or associated in any way, with the following:

- i. Any injury to or death of any person(s), damage to property (real or personal), or loss of use of any property related to Hazardous Materials;
- ii. Any spill, discharge or release of Hazardous Materials, or the threat of spill, discharge or release of any Hazardous Materials;
- iii. Any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials;
- iv. Any breach by Clean Harbors of any representation, warranty or covenant contained in this Agreement;
- v. Any costs of removal or remedial action incurred by any government or any other person or damages from injury to, destruction of, or loss of natural resources including reasonable costs of assessing such injury, destruction or loss incurred pursuant to any Environmental Laws;
- vi. Any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials; and,
- vii. Any breach of Applicable Laws or Environmental Laws by Clean Harbors.

provided, however, Clean Harbors shall not be liable under such indemnification to the extent such Losses (i) result from the negligence or willful misconduct of an Indemnified Party, and (ii) do not relate in any way to this Agreement or Clean Harbors' performance of the Services hereunder. Notwithstanding the foregoing, in the event Losses result only partially from Community's negligence or willful misconduct, Clean Harbors shall indemnify Community to the degree determined in a final and non-appealable judgment to be proportionate to its liability.

Notwithstanding anything to the contrary herein, it is understood and agreed by the parties that Clean Harbors will at all times under this Agreement retain any exemption or limitation from liability ("Responder Immunity") pursuant to the Federal Water Pollution Control Act, as amended (FWPCA) 33 U.S.C.A. § 1251 et seq., the Oil Pollution Act of 1990, as amended (OPA-90) 33 U.S.C.A. § 2701 et seq., and any other applicable Federal, state or local law, regulation or ordinance which provides such responder immunity. Operation of such immunity shall be suspended if Clean Harbors is grossly negligent or engages in willful misconduct. For purposes of this indemnity, "gross negligence" shall not be deemed to include (a) Clean Harbors's lack of available equipment or personnel, (b) failure of Clean Harbors's equipment, (c) acts performed by the Clean Harbors at the direction of the U.S. Coast Guard or other governmental authority, or (d) acts performed by the Clean Harbors at the direction of the City or City's other contractors.

## 6. Insurance.

- a. At all times during the term of this Agreement and/or the performance of the Services, Clean Harbors shall maintain, and shall cause its agents to maintain, in full force and effect insurance of the types and amounts described in Exhibit D.
- b. All insurance provided by Clean Harbors, and Clean Harbors' agents, as applicable, shall be on a primary not contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee, agent, or volunteer of City. Clean Harbors shall arrange, and shall cause Clean Harbor's agents to arrange, with its respective insurance companies, to endorse its policies accordingly.
- c. Prior to performance of the Services, Clean Harbors shall demonstrate compliance with this section by providing to Community a Certificate of Insurance.

## 7. **Dispute.**

If any dispute, claim or disagreement shall arise relative to the interpretation or enforcement of this Agreement, the parties shall use commercially reasonable efforts to settle the dispute, claim or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of thirty (30) business days and if agreed upon by the parties, then, the dispute, claim or disagreement shall be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration shall be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.

## 8. **Modification.**

This Agreement shall be modified only by a writing signed by both parties.

## 9. **Miscellaneous.**

- a. The Parties to this Agreement represent and warrant that the persons executing this Agreement are authorized signatories and and that the subject Party shall be bound by the signatory's execution of this Agreement.
- b. Clean Harbors shall perform this Agreement as an independent contractor and shall have and maintain complete control over its employees, agents and operations. Clean Harbors and its agents and employees, shall not represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the Community. Community agents or employees, including the Community Coordinator identified herein, shall not represent, act, purport to act or be deemed the agent, representative, employee or servant of Clean Harbors.

- c. Notice. Any notice or other communication given under this Agreement shall be in writing and mailed or delivered as follows:

**To Community:**

City of Carpinteria  
5775 Carpinteria Avenue  
Carpinteria, CA 93012  
Attn: John Ilasin

**To Clean Harbors:**

Clean Harbors Environmental Services, Inc.  
42 Longwater Drive,  
P.O. Box 9149  
Norwell, MA 02061-9149  
Attn: General Counsel (Urgent Contract Matter)

- d. Severability. If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of this Agreement.
- e. Waiver. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
- f. Jurisdiction. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of California and the parties agree to submit to the jurisdiction of the courts of the State of California for any disputes arising under this Agreement.
- g. Notwithstanding anything to the contrary, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to lost profits, lost data, lost revenues, loss of use, loss of business opportunity, or diminution in value, whether arising under contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, and whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen. NOTWITHSTANDING ANY TERM OR CONDITION OF THIS AGREEMENT TO THE CONTRARY AND, TO THE GREATEST EXTENT ALLOWED BY LAW, CITY AGREES THAT CLEAN HARBOR'S AGGREGATE LIABILITY TO CITY, TO ANYONE CLAIMING BY, THROUGH, OR UNDER CITY, AND TO ANY THIRD PARTY FOR ANY AND ALL INJURIES, CLAIMS, DEMANDS, LOSSES, EXPENSES, OR DAMAGES, OF WHATEVER KIND OR CHARACTER INCLUDING BUT NOT LIMITED TO AN ACTION OR CLAIM BASED ON CONTRACT, WARRANTY, EQUITY, TORT, STRICT

LIABILITY, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE WORK/SERVICES, OR THE PROJECT SITE, SHALL BE LIMITED TO THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY CLEAN HARBORS HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**IN WITNESS WHEREOF**, the parties hereto execute this Agreement by their duly authorized representatives.

**City of Carpinteria**

**Clean Harbors Environmental Services, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENTS:**

Exhibit A – Household Hazardous Waste Rate Schedule

Exhibit B – Emergency Response Rate Schedule

Exhibit C - Emergency Response & Disaster Recovery Services

Exhibit D – Insurance

EXHIBIT A  
Household Hazardous Waste Rate Schedule



880 Verdulera Street  
Camarillo, CA 93010  
www.cleanharbors.com

11-12-2025

Attn: Ms Delayni Millar  
Carpinteria City Of  
5775 Carpinteria Avenue  
Carpinteria, CA 93013

Report #81955

Dear Ms Millar:

Thank you for using Clean Harbors Environmental Services, Inc. (Clean Harbors) for your waste management needs. We are sending you this new quotation with increased pricing based on recent industry changes and market conditions. Existing services agreement terms and conditions apply to this quoted business. This new quotation is based upon submitted waste profiles and previous shipment history.

We remind you that we offer our clients a broad spectrum of environmental services in addition to the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. A Clean Harbors professional can assist you with:

- . Waste Transportation & Disposal
- . Laboratory Chemical Packing
- . Field Services
- . 24-Hour Environmental Emergency Response
- . Industrial Services
- . Insite Services

Clean Harbors has the appropriate permits and licenses for the acceptance and disposal of the waste streams identified within this quotation.

I look forward to continuing to service your environmental needs. To place an order, please contact our Customer Service group at 800.444.4244. If you have any questions about our new pricing or need further assistance, you may reach me at the number below.

Sincerely,

Steven Pico  
Clh Account Mgr  
Phone: NULL



Clean Harbors House Hold Hazardous Waste Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
<b>FIELD PERSONNEL</b>		
Chemist	HR	\$100.71
Chemist Overtime	HR	\$151.07
Chemist Doubletime	HR	\$201.43
HHW Technician	HR	\$100.71
HHW Technician, Overtime	HR	\$151.07
HHW Technician, Doubletime	HR	\$201.43
<b>SUPPORT EQUIPMENT</b>		
Box Truck	HR	\$145.07
<b>MISCELLANEOUS*</b>		
Mobilization of Equipment	EA	\$6396.67

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
A31	SPECIFICATION OILS	55DM	\$401.20
A99RP	HIGH HAZARD WASTE FOR REPACK AT CHI FACILITIES	05DM	\$334.60
CAXI	OXIDIZERS FOR INCINERATION	05DM	\$250.14
CAXI	OXIDIZERS FOR INCINERATION	30DM	\$586.37
CCRK	SOLIDS FOR INCINERATION	55DM	\$969.72
CFL1	MERCURY BULBS FOR RECLAMATION	LBS	\$4.00
CFL2	MISC. MERCURY BULBS FOR RECLAIM	LBS	\$4.00
CFL4	MISC. MERCURY BULBS FOR RECLAIM	LBS	\$4.00
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	LBS	\$4.00
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	05DM	\$334.60
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	10DM	\$506.78
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	20DM	\$641.60
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	30DM	\$908.00
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	55DM	\$1169.52
CHG-2	METALLIC MERCURY DEVICES / DEBRIS FOR RETORT	05DM	\$730.94
CNIA	ASBESTOS WASTE	30DM	\$453.17
CNIA	ASBESTOS WASTE	55DM	\$558.76
CNIA	ASBESTOS WASTE	8FTB	\$558.76
CNIA	ASBESTOS WASTE	FBIN	\$1197.12
COF	OIL FILTERS FOR RECLAMATION	05DM	\$134.82
COF	OIL FILTERS FOR RECLAMATION	30DM	\$214.40
COF	OIL FILTERS FOR RECLAMATION	55DM	\$268.00
D20	REGULATED MEDICAL WASTE	30DM	\$495.40
D20X	REGULATED MEDICAL WASTE SHARPS	30DM	\$495.40
D23	EMPTY DRUMS	55DM	\$79.58



Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
FB1	LIQUID FOR FUEL	55DM	\$453.17
LA99H	LABPACK ALKALI METALS KILN READY FOR INCINERATION	05DM	\$250.14
LBBGB	SMALL SEALED CELL BATTERIES AND PORTABLE ELECTRONICS FOR REC	05DM	\$250.14
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	LBS	\$1.73
Minimum Price \$63.33 per 55 gallon drum			
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	LBS	\$1.73
Minimum Price \$63.33 per 55 gallon drum			
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	LBS	\$0.00
LBR	LITHIUM BATTERIES FOR INCINERATION	05DM	\$198.16
LBRR	LITHIUM BATTERIES FOR RECLAMATION	05DM	\$198.16
LCCD	LABPACK MATERIAL KILN READY FOR INCINERATION	30DM	\$506.78
LCCR	LABPACK FOR INCINERATION	05DM	\$225.77
LCCR	LABPACK FOR INCINERATION	30DM	\$506.78
LCCR	LABPACK FOR INCINERATION	55DM	\$531.15
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	05DM	\$225.77
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	30DM	\$506.78
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	55DM	\$693.58
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	05DM	\$225.77
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	30DM	\$506.78
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	55DM	\$693.58
LCCRC	LABPACK ORGANICS FOR INCINERATION	55DM	\$586.37
LCCRC	LABPACK ORGANICS FOR INCINERATION	FBIN	\$1728.29
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	05DM	\$225.77
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	30DM	\$506.78
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	55DM	\$586.37
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	05DM	\$250.14
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	30DM	\$506.78
LCCRQ	AEROSOLS FOR INCINERATION	30DM	\$453.17
LCCRQ	AEROSOLS FOR INCINERATION	55DM	\$398.76
LCCRQ	AEROSOLS FOR INCINERATION	FBIN	\$1595.09
LCHSI	LABPACK PCBs FOR INCINERATION	05DM	\$334.60
LCHSI	LABPACK PCBs FOR INCINERATION	30DM	\$1054.19
LCHSI	LABPACK PCBs FOR INCINERATION	55DM	\$1317.34



**Clean Harbors House Hold Hazardous Waste Pricing Schedule**

**Waste Code Disposal Pricing**

Waste Code	Description	UOM	Price (USD)
LCY1	PROPANE CYLINDERS FOR RECYCLING	05DM	\$318.35
LCY1	PROPANE CYLINDERS FOR RECYCLING	30DM	\$959.97
LCY1	PROPANE CYLINDERS FOR RECYCLING	55DM	\$1278.34
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	CYLE	\$97.44
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	CYSM	\$97.44
LFB1	LABPACK FOR FUELS BLENDING	55DM	\$531.15
LFB3	LABPACK LATEX PAINT FOR RECYCLING	55DM	\$531.15
LFB3	LABPACK LATEX PAINT FOR RECYCLING	FBIN	\$1278.34
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	55DM	\$531.15
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	FBIN	\$1728.29
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	55DM	\$531.15
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	FBIN	\$1437.53
LRCT	LABPACK REACTIVES FOR INCINERATION	05DM	\$250.14

**Profile Disposal Pricing**

Profile No	Waste Description	UOM	Price (USD)
744320-CARP	ANTIFREEZE (BULK DRUM)	55DM	\$401.20
DS-50021038-CAR	PROPANE FOR RECYCLING - BBQ STYLE TANKS	CYME	\$61.71



## Clean Harbors House Hold Hazardous Waste Pricing Schedule

### GENERAL CONDITIONS

1. Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
2. Pricing effective January 1, 2026
3. Terms: Net 30 Days
4. Interest will be charged at 1.5% per month or maximum allowed by law for all past due amounts.
5. Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
6. Materials subject to additional charges if they do not conform to the listed specifications.
7. All drums for disposal must be D.O.T. approved containers and in good condition.
8. All containers must be marked with Clean Harbors' profile number.
9. Clean Harbors will provide a manifest and necessary labels for transportation with a charge per label.
10. Clean Harbors will charge \$125 per profile for initial profile approval. An annual re-certification fee of \$35 per profile will apply thereafter.
11. Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery method must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
12. Compressed gas cylinders requiring special handling due to inoperable valves will be assessed an additional charge of \$400.00 per cylinder. Cylinders larger than medium size will be quoted case by case. This charge may be sent as a supplemental invoice.
13. A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 21.3%, is included in our quoted pricing.
14. Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
15. Pickups that require same day or next day service may be subject to additional charges.
16. Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
17. Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
18. Out of Service (OSD) for PCB incinerables should be clearly identified in Section 14 of the manifest. Prices for these items are only effective if received within 6 months of the OSD.
19. Standard disposal conversions (excluding minimums) apply to containers other than 5 gallon drums: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOT2(<300gal TOTE) 500%, TOTE 630%.
20. In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
21. EPA Requires electronic filing and reporting of manifest. To cover the cost of the E-Manifest and administrative cost of entering manifest into the system and managing the data, Clean Harbors will charge \$27 per manifest on every invoice.
22. California Generators. CARRAA Fee: The additional excise and sales tax added to the price of diesel fuel at the pump under the California Road Repair and Accountability Act (CA RRAA) of 2017 has increased the cost of providing waste management services in the State of California. To off-set this extra cost, Clean Harbors is implementing a 2.5% CA RRAA Fee on every invoice for a California generator.
23. Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
24. Final invoicing will be based upon the unit rates for those items used in performance of the services and materials shipped for disposal. In the event the unit price of an item required for proper performance of service is not listed in this quotation, the item will be invoiced at list pricing.

EXHIBIT B  
Emergency Response Rate Schedule



## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Region: Southern California

Rate Category Type: Emergency Response Rates

Currency Code: USD

Description	UOM	Price (USD)
<b>FIELD PERSONNEL</b>		
Field Technician	HR	\$101.00
Boat Operator	HR	\$116.00
Driver	HR	\$116.00
Equipment Operator	HR	\$116.00
Foreman	HR	\$128.00
Chemist	HR	\$135.00
Lead Chemist	HR	\$140.00
Supervisor	HR	\$158.00
Project Manager	HR	\$196.00
Site Safety Officer	HR	\$196.00
<b>TECHNICAL PERSONNEL</b>		
Field Inspector	HR	\$96.00
Welder	HR	\$104.00
Mechanic	HR	\$111.00
Field Engineer/Scientist/Geologist	HR	\$125.00
Industrial Hygienist	HR	\$137.00
Senior Engineer/Scientist/Geologist	HR	\$141.00
Professional Engineer/LSP	HR	\$175.00
<b>ADMINISTRATIVE/MANAGERIAL PERSONNEL</b>		
Field Accountant	HR	\$88.00
On Site Administration	HR	\$96.00
Emergency Response Coordinator	HR	\$153.00
Emergency Response Manager	HR	\$187.00
General Manager	HR	\$213.00
<b>COVID19 RESPONSE EQUIPMENT*</b>		
Antiviral Backpack Sprayer	DAY	\$284.00
Antiviral Disinfectant Fogger	DAY	\$204.00

"Confidential | Proprietary Business Information - Do Not Disclose To Any Third-Party Without Written Consent of Clean Harbors."



## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Antiviral Disinfectant Solution	GAL	\$49.00
Antiviral Electrostatic Sprayer	DAY	\$284.00
Decon Station	DAY	\$227.00
High Power Antiviral Fogger	DAY	\$738.00
N95 MASK	EA	\$7.90
Wheeled Antiviral Sprayer	DAY	\$567.00
<b>PER DIEM / SUBSISTENCE</b>		
Per Diem / Subsistence	DAY	\$211.00
<b>HEAVY DUTY TRUCKS</b>		
Air Vac Truck 27" Ace/Lqd Ring	HR	\$278.00
Box Truck	HR	\$116.00
Dump Truck, 10 Wheel	HR	\$125.00
High Powered Vacuum Truck/Cusco	HR	\$260.00
Rolloff Straightjob	HR	\$125.00
Rolloff Two Can Trailer	HR	\$143.00
Skid Mounted Vacuum System	HR	\$318.00
Tractor Only, No Trailer	HR	\$115.00
Tractor w/Box Van	HR	\$136.00
Tractor w/Dump Trailer	HR	\$132.00
Tractor w/Flatbed/Lowbed Trailer	HR	\$147.00
Tractor w/Liquid Transporter	HR	\$163.00
Tractor w/Rolloff Trailer	HR	\$143.00
Tractor w/Vacuum Trailer	HR	\$162.00
Vactor with Jet Rodder	HR	\$260.00
Vacuum Truck, Straight	HR	\$181.00
Wet/Dry High Powered Vacuum Truck/Guzzler	HR	\$260.00
<b>LIGHT DUTY TRUCK/RESPONSE EQUIPMENT</b>		
Emergency Response Van	HR	\$124.00
Pickup with Dump Body	HR	\$48.00
Pickup/Van/Car/Crew Cab	HR	\$40.00
Service Truck	HR	\$42.00
Small Box Truck / Cube Van	HR	\$75.00
Spill Trailer	DAY	\$654.00

"Confidential | Proprietary Business Information - Do Not Disclose To Any Third-Party Without Written Consent of Clean Harbors."



## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Stake Body/Utility Truck	HR	\$52.00
Utility / Support Trailer	DAY	\$249.00
<b>VEHICLE MILEAGE CHARGES</b>		
Mileage charge for Heavy Duty / DOT Rated Vehicles	MIL	\$3.24
Mileage Charge for Light Duty / Support Vehicles	MIL	\$1.08
<b>PRESSURE WASHING EQUIPMENT</b>		
10,000 PSI - 60 GPM - HP Pump (350, 405)	HR	\$83.00
1000psi Pressure Washer	DAY	\$515.00
2-D Rotating Nozzle	HR	\$77.00
20,000 PSI - 23 GPM - HP Pump (305)	HR	\$164.00
2000psi Pressure Washer	DAY	\$567.00
2500psi Hot Water Pressure Washer	DAY	\$772.00
2500psi Pressure Washer	DAY	\$572.00
3-D Rotating Nozzle - 10K, 20-80 GPM (LV)	HR	\$100.00
3000psi Hot Water Pressure Washer	DAY	\$845.00
40,000 PSI - 12 GPM - UHP Pump (305)	HR	\$193.00
40,000 PSI - 6 GPM - UHP Pump (200 HP)	HR	\$193.00
PRESSURE WASHER, TRAILER, 3000 PSI	DAY	\$801.00
<b>PUMPING/TRANSFERRING PUMPS</b>		
Drum Head Vacuum System, Electric	DAY	\$80.00
Drum Loader	DAY	\$201.00
Pump - Centrifugal, 2 in	DAY	\$476.00
Pump - Diesel Lister, 3 in	DAY	\$180.00
Pump - Double Diaphragm, 1 in	DAY	\$113.00
Pump - Double Diaphragm, 2 in	DAY	\$370.00
Pump - Double Diaphragm, 2 in, Chemical	DAY	\$410.00
Pump - Double Diaphragm, 3 in	DAY	\$414.00
Pump - Double Diaphragm, 3 in, Chemical	DAY	\$472.00
Pump - Double Diaphragm, 4 in	DAY	\$449.00
Pump - Electric Drum	DAY	\$127.00
Pump - Electric Submersible, 2 in	DAY	\$440.00
Pump - Electric Submersible, 3 in	DAY	\$842.00
Pump - Electric Submersible, 4 in	DAY	\$680.00

"Confidential | Proprietary Business Information - Do Not Disclose To Any Third-Party Without Written Consent of Clean Harbors."



## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Pump - Hand	DAY	\$41.00
Pump - Hydraulic Transfer, 4 in	HR	\$41.00
Pump - Hydraulic Transfer, 6 in	HR	\$307.00
Pump - Trash, 4 in	DAY	\$414.00
PUMP, PERISTALTIC, INTRINSIC 1/2 INCH	DAY	\$120.00
<b>MARINE RESPONSE EQUIPMENT</b>		
Airboat, Single Engine	DAY	\$1633.00
Airboat, Twin Engine	DAY	\$4763.00
Boat/Workskiff without Motor	DAY	\$193.00
Brush Skimmer	DAY	\$1089.00
Containment Boom - 10" Per Foot Per Day	FT	\$4.00
Containment Boom - 18" Per Foot Per Day	FT	\$6.00
Containment Boom - 24" Per Foot Per Day	FT	\$3.50
Containment Boom - 36" Per Foot Per Day	FT	\$4.00
Drum Skimmer (24in-36in)	DAY	\$1100.00
Drum Skimmer, Double Barrel 24"	DAY	\$1333.00
Hydraulic Power Pack for Skimmer	DAY	\$300.00
Landing Craft (LCM), 26ft-29ft	DAY	\$1293.00
Landing Craft (LCM), 30ft-34ft	DAY	\$1402.00
Landing Craft (LCM), 35ft-45ft	DAY	\$2103.00
PFD Deck Suit	EA	\$731.00
PFD Life Vest	DAY	\$37.00
PFD Survival Suit / Cold Weather Survival Work Suits	DAY	\$170.00
Power Barge Boat, 26ft-30ft	DAY	\$1497.00
Power Barge Boat, 30ft-42ft	DAY	\$2722.00
Power Workboat, Fast Response, 12-14ft	DAY	\$406.00
Power Workboat, Fast Response, 15-17ft	DAY	\$616.00
Power Workboat, Fast Response, 18-22ft	DAY	\$1048.00
Power Workboat, Fast Response, 23-26ft	DAY	\$1347.00
Power Workboat, Fast Response, 27-36ft	DAY	\$1293.00
Rigid Hull Inflatable (RIB) (18ft-22ft)	DAY	\$1069.00
Rope Mop - 4" (Per Foot)	FT	\$38.00
Rope Mop - 9" (Per Foot)	FT	\$49.00
Rotating Disc Skimmer Unit	DAY	\$1110.00

"Confidential | Proprietary Business Information - Do Not Disclose To Any Third-Party Without Written Consent of Clean Harbors."



## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Skim Pack Skimmer	DAY	\$942.00
Skimmer - C24H Hydraulically Powered Rope Mop Wringer	DAY	\$885.00
Skimmer - C29H Hydraulically Powered Rope Mop Wringer	DAY	\$1191.00
Skimmer - CV-46H Hydraulically powered Vertical Mop Wringer	DAY	\$1055.00
Skimmer, Duck Bill	DAY	\$39.00
Skimming Vessel (Marco/JBF or Equivalent) 28-30ft	DAY	\$7451.00
Skimming Vessel Belt Drive Replacement	EA	\$1826.00
Weir Skimmer Unit	DAY	\$237.00
<b>FIELD ANALYTICAL</b>		
4 Gas/5 Gas Meter	DAY	\$216.00
Bailer & Sampling Equipment	DAY	\$71.00
Draeger Air Monitoring Pump	DAY	\$124.00
Explosion/Oxygen Meter	DAY	\$148.00
Geiger Counter Meter	DAY	\$185.00
Hydrogen Cyanide Meter	DAY	\$152.00
Interface Probe	DAY	\$148.00
Lumex RA915+ Mercury Vapor Analyzer	DAY	\$599.00
Mercury Vapor Analyzer	DAY	\$880.00
Particulate Meter, Mini Ram or equivalent	DAY	\$148.00
Personal Air Pump Meter	DAY	\$71.00
Petroflag Kit	DAY	\$120.00
pH Meter	DAY	\$71.00
PID Meter	DAY	\$282.00
SOIL SAMPLE KIT (Per Sample)	EA	\$35.00
Well Purging/Sampling Pump	DAY	\$71.00
<b>HOSES/PIPE*</b>		
Hose - Chemical, 2 in X 20 ft	DAY	\$88.00
Hose - Chemical, 3 in X 20 ft	DAY	\$132.00
Hose - Chemical, 4 in X 20 ft	DAY	\$198.00
Hose - Flex ADS, 6 in, per ft	FT	\$5.37
Hose - Flex, 4 in, per ft	FT	\$3.32
Hose - Lay Flat, 2 in X 25ft	DAY	\$32.00
Hose - Lay Flat, 4 in X 25 ft	DAY	\$71.00

"Confidential | Proprietary Business Information - Do Not Disclose To Any Third-Party Without Written Consent of Clean Harbors."



## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Hose - Lay Flat, 6 in X 25 ft	DAY	\$93.00
Hose - Suction, 2 in X 25 ft	DAY	\$37.00
Hose - Suction, 3 in X 25 ft	DAY	\$55.00
Hose - Suction, 4 in X 25 ft	DAY	\$83.00
Hose - Suction, 6 in X 25 ft	DAY	\$103.00
Wash Hose, 1/2in x 50ft	DAY	\$21.00
<b>EARTH MOVING EQUIPMENT</b>		
Backhoe Loader, 1 Yard Bucket	HR	\$136.00
Bobcat Loader/Mini Excavator	HR	\$86.00
Excavator, 20-30 Ton	HR	\$169.00
Fork Attachment for Bobcat Loader	DAY	\$150.00
Loader, 2-3 Yard Bucket	HR	\$129.00
Mini Excavator	HR	\$101.00
Sweeper Attachment for Bobcat Loader	DAY	\$440.00
<b>PNEUMATIC POWER TOOLS</b>		
3/4in Drill, Rotary Hammer	DAY	\$107.00
Airspade Pneumatic Shovel	DAY	\$78.00
Jackhammer, 40Lb	DAY	\$77.00
Jackhammer, 60Lb	DAY	\$96.00
Jackhammer, 90Lb	DAY	\$116.00
Pneumatic Chipping Gun	DAY	\$123.00
Steel Nibbler, Pneumatic	DAY	\$153.00
<b>GAS POWERED TOOLS</b>		
Brush Cutter/Power Broom	DAY	\$144.00
Chain Saw	DAY	\$185.00
Cutoff Saw (Demo)	DAY	\$405.00
<b>ELECTRIC POWER TOOLS*</b>		
1/2in Drill, Electric	DAY	\$51.00
Circular Saw, Electric	DAY	\$71.00
Mercury Vacuum	DAY	\$1004.00
Reciprocating Saw (Sawzall), Electric	DAY	\$124.00
Wet Vacuum (Shop Vac)	DAY	\$106.00

"Confidential | Proprietary Business Information - Do Not Disclose To Any Third-Party Without Written Consent of Clean Harbors."



## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
<b>SITE SUPPORT</b>		
100 HP boiler unit	HR	\$118.00
15 Gal HEPA Vacuum	DAY	\$572.00
150,000 BTU Portable Heater	DAY	\$318.00
2 CU YD self dumping hopper	DAY	\$4.43
2,000 - 2,900 Gal Poly Storage Tank	DAY	\$81.00
3,000 - 3,900 Gal Steel Storage Tank	DAY	\$28.00
300 - 500 Gal Poly Storage Tank	DAY	\$46.00
4,000 - 6,000 Gal Poly Storage Tank	DAY	\$99.00
Air Compressor 175-185 CFM	DAY	\$405.00
Air Compressor 8-10 CFM	DAY	\$203.00
ATV, 4X4 or 4X6	DAY	\$428.00
Carbon Filter System	DAY	\$291.00
Decontamination Trailer	DAY	\$188.00
Dewatering Box	DAY	\$177.00
Drum Vacuum, Pneumatic	DAY	\$432.00
Dump Trailer (Trailer Only, Staged on Site)	DAY	\$86.00
Eyewash Station	DAY	\$63.00
Frac Tank 20,000 Gal	DAY	\$167.00
Frac Tank, Double Walled	DAY	\$200.00
Generator - 12K Watt	DAY	\$293.00
Generator - 4,000 Watt	DAY	\$163.00
Generator - 5,000 Watt	DAY	\$370.00
Generator - 8,000 Watt	DAY	\$528.00
Halogen Spotlight	DAY	\$123.00
Incident Command Unit	DAY	\$1832.00
Intermodal Container	DAY	\$33.00
Intrinsically Safe Drop Light	DAY	\$212.00
Light Stand	DAY	\$123.00
Light Tower w/Generator	DAY	\$611.00
Manlift	DAY	\$326.00
Office Trailer	DAY	\$134.00
On-site Van Trailer (Tractor not included)	DAY	\$235.00
Personnel Staging Tent, 10x10 ft, Purchased	EA	\$204.00

"Confidential | Proprietary Business Information - Do Not Disclose To Any Third-Party Without Written Consent of Clean Harbors."



## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Personnel Staging Tent, 20' x 30'	DAY	\$155.00
Pump - Trash, 2 in	DAY	\$308.00
Pump - Trash, 3 in	DAY	\$352.00
Rolloff Container with Metal lid	DAY	\$24.00
Rolloff Container with Tarp & Bows	DAY	\$23.00
Sea Container / Conex / Tool Crib, 20 ft.	DAY	\$31.00
Secondary Containment Unit	DAY	\$42.00
Skid Mounted Liquid Phase Carbon System (10GPM)	DAY	\$80.00
Tank Trailer/Transporter, No Tractor (For Storage Only)	DAY	\$532.00
Traffic Cone/Barricade Unit	DAY	\$19.00
Utility/Cross Terrain Vehicle (Mule/Gator)	DAY	\$428.00
Vacuum Box, Watertight	DAY	\$112.00
Weather Mitigation (Heat/Cold Relief)	EA	\$150.00
<b>SPECIALTY EQUIPMENT</b>		
Auger, Manual	DAY	\$77.00
Compactor	DAY	\$77.00
Confined Space Entry Gear (Retrieval & Rescue Equip)	DAY	\$806.00
Cutting Torch/Acetylene Torch	DAY	\$141.00
DBI/Rogliss Tripod	DAY	\$242.00
Drum Crusher, Portable	DAY	\$532.00
Drum Tilter, Mechanical	DAY	\$201.00
Electric Auger	DAY	\$86.00
Electric Blower	DAY	\$103.00
Explosion Proof Pneumatic Fan Blower	DAY	\$124.00
Fiber Optic Camera	HR	\$68.00
Fiber Optic Camera Truck	HR	\$213.00
Forklift, 2,000Lb Capacity	DAY	\$489.00
Forklift, 6,000Lb Capacity (High Reach / Lull)	DAY	\$828.00
Plasma Cutting Torch	DAY	\$278.00
Remote Drum Opener, Pnuematic	DAY	\$1393.00
Sand Blaster and Hose	HR	\$35.00
Transit Set	DAY	\$147.00
Walk Behind Concrete Saw	DAY	\$267.00

"Confidential | Proprietary Business Information - Do Not Disclose To Any Third-Party Without Written Consent of Clean Harbors."



## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
<b>RESPIRATORY PROTECTION*</b>		
2 Man Breathing System	DAY	\$337.00
4 Man Breathing System	DAY	\$428.00
Acid Cartridges	PAIR	\$32.00
Asbestos Cartridges	PAIR	\$33.00
Breathing Air Hose, 100ft	DAY	\$123.00
Chlorine Cartridges	PAIR	\$35.00
Mercury Cartridges	PAIR	\$59.00
MSA Chemical Cartridge	EA	\$36.00
Negative Air Machine (Blower w/ HEPA filter)	DAY	\$307.00
Organic Vapor Cartridges (No Dust)	PAIR	\$41.00
Organic Vapor/Dust Combination Cartridges	PAIR	\$74.00
Respirator, Full Face	DAY	\$70.00
Self Contained Breathing Apparatus (SCBA)	DAY	\$307.00
<b>PERSONAL PROTECTIVE EQUIPMENT (PER PERSON PER CHANGE OUT)*</b>		
Level A w/ResponderPlus Suit/Changeout	EA	\$1940.00
Level B w/CPF2 or Polytyvek/Changeout	EA	\$846.00
Level B w/CPF3 or Saranex Suit/Changeout	EA	\$352.00
Level B w/CPF4 or Barricade Suit/Changeout	EA	\$440.00
Level C w/CPF1,2 or Polytyvek/Changeout	EA	\$299.00
Level C w/CPF3 or Saranex Suit/Changeout	EA	\$344.00
Level C w/CPF4 or Barricade Suit/Changeout	EA	\$497.00
Modified Level D (Tyvek and Boots)	EA	\$61.00
<b>CHEMICAL PROTECTIVE GARMENTS*</b>		
Chemrel Suit, Level C	EA	\$91.00
Kappler CPF1 Suit (Blue)	EA	\$37.00
Kappler CPF2 Suit (Grey)	EA	\$61.00
Kappler CPF2 Suit w/Strapped Seams (Grey)	EA	\$102.00
Kappler CPF3 Suit w/Hood & Boots (Tan)	EA	\$138.00
Kappler CPF3 Suit w/Hood & Strapped Seams (Tan)	EA	\$174.00
Kappler CPF4 Suit w/Hood & Boots (Green)	EA	\$143.00
Nomex Suit and Hood	EA	\$197.00
Polycoated Rain Gear, 22mil	EA	\$34.00

"Confidential | Proprietary Business Information - Do Not Disclose To Any Third-Party Without Written Consent of Clean Harbors."



## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Tyvek, Polycoat HD/BT	EA	\$24.50
Tyvek, Saranex	EA	\$62.00
Tyvek, White	EA	\$24.50
<b>HAND/FOOT PROTECTION*</b>		
14in Neoprene Gloves	PAIR	\$14.10
Cotton Winter Glove Liners	PAIR	\$6.50
Disposable Boot Covers (Chicken Boots)	PAIR	\$13.60
Glove, Nitrile, Inner Liner	PAIR	\$3.68
Gloves - 12 in PVC	PAIR	\$12.50
Gloves - 18 in PVC	PAIR	\$13.10
Gloves - Bulking and Solvents	PAIR	\$38.00
Gloves - Dexterity	PAIR	\$23.00
Gloves - Impact and Cut Resistant	PAIR	\$32.00
Non Steel Toe Chest Waders	DAY	\$72.00
Puncture Resistant Gloves	PAIR	\$109.00
Silver Shield Gloves	PAIR	\$37.00
<b>DOT SHIPPING CONTAINERS*</b>		
1 Cubic Yard Supersac 13H2/Y/06	EA	\$118.00
10 Gal / 40 Litre Fiber Drum	EA	\$44.00
110 Gal Steel Drum, Reconditioned 1A2/Y400S	EA	\$563.00
16 Gal / 70 L Closed Poly Drum	EA	\$89.00
16 Gal / 70 L Open Poly Drum 1H2/Y56/S	EA	\$88.00
16 Gal Fiber Drum	EA	\$37.00
18x18x24in Nonhazardous Pathological Waste Box	EA	\$11.00
20 Gal / 80 Litre Fiber Drum	EA	\$37.00
20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA	\$109.00
275G / 1100 L Poly TOTE, DOT Rated	EA	\$592.00
275G / 1100 L Recondition Poly TOTE, DOT Rated	EA	\$365.00
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	\$79.00
30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200	EA	\$138.00
30 Gal / 120 Litre Closed Steel Drum, Reconed 1A1/Y1.4/100	EA	\$130.00
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	\$56.00
30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	EA	\$108.00

"Confidential | Proprietary Business Information - Do Not Disclose To Any Third-Party Without Written Consent of Clean Harbors."



## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	\$147.00
30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	EA	\$115.00
4ft Fluorescent Tube Box 4G/Y275	EA	\$26.00
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	\$20.00
5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA	\$26.00
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	\$24.00
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	\$66.00
5.5 Gal / 20 L Steel Drum 1A2/Y23/S	EA	\$27.00
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA	\$94.00
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	\$102.00
55 Gal / 205 L Stainless Steel Drum, Reconditioned	EA	\$273.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA	\$92.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled	EA	\$67.00
55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA	\$113.00
55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	\$96.00
55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA	\$100.00
55 Gal / 205 Litre Poly Drum 1H2/Y237/S	EA	\$121.00
55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA	\$138.00
85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	EA	\$407.00
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA	\$371.00
85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S	EA	\$208.00
8ft Fluorescent Tube Box 4G/Y275	EA	\$45.00
95 Gal Poly Drum 1H2/Y318/S (Overpack)	EA	\$447.00
95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack)	EA	\$290.00
Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	EA	\$88.00
Drum Liners	EA	\$5.30
Dump Trailer Poly Liner	EA	\$104.00
Filter/Liner for Filter Box	EA	\$386.00
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	\$93.00
Flexbin, Cubic Yard Box for Non-Haz Waste	EA	\$52.00
Flexbin/Cubic Yard Box Liner	EA	\$32.00
Fluorescent Bulb Tubes, 4ft 100 bulb capacity	BOX2	\$105.00
Fluorescent Bulb Tubes, 8ft 100 bulb capacity	BOX2	\$107.00
Hazardous Waste Labels / Markings	EA	\$1.80

"Confidential | Proprietary Business Information - Do Not Disclose To Any Third-Party Without Written Consent of Clean Harbors."



## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Labels - DOT Diamonds	EA	\$1.80
Pathological Waste Bag	EA	\$6.60
Poly Bags, 6mil, per Roll	EA	\$184.00
Poly Sheet, 6mil 20ft x 100ft	EA	\$162.00
Rolloff Poly Liner	EA	\$73.00
Vacbox Liner/Bladder	EA	\$601.00
Waste Wrangler	EA	\$112.00
<b>ABSORBENT MATERIALS*</b>		
Absorbent Boom, 3in x 4ft	EA	\$8.70
Absorbent Boom, 5in x 10ft x 4/Bale	BALE	\$123.00
Absorbent Boom, 8in x 10ft x 4/Bale	BALE	\$183.00
Absorbent Pad (101 Grade) 100/bale	BALE	\$90.00
Absorbent Roll, 38in x 144ft	EA	\$196.00
Absorbent Rug, 36in x 300ft	EA	\$325.00
Absorbent Sweep, 17in x 100ft	BALE	\$173.00
HGX Absorbent (Mercury absorbent)	LBS	\$22.50
Oil Snare, on a Line, 50ft	EA	\$105.00
Poly Absorbent, 12 lb / 5.5 kg	BAG	\$114.00
Rags, 50 lb / 23 kg	BOX	\$112.00
Speedi Dry	BAG	\$18.00
SPI Solidification Particulate (Oil Bond)	LBS	\$21.00
SPI Waterbond	LBS	\$17.00
Vermiculite 4 cuft	BAG	\$70.55
<b>DEGREASERS &amp; NEUTRALIZING AGENTS*</b>		
Capsur	GAL	\$184.00
Cirtic Acid Solution, 15%	GAL	\$7.60
Citrus Cleaner Degreaser	GAL	\$50.00
Hydrated Lime, 50 lb / 23 kg	BAG	\$8.70
Penetone Degreaser	GAL	\$36.00
Pink Stuff Degreaser	GAL	\$39.00
Simple Green Degreaser	GAL	\$13.50
Soda Ash, 100 lb / 45 kg	BAG	\$57.00
Sodium bisulfate 50 lb / 23 kg	BAG	\$132.00

"Confidential | Proprietary Business Information - Do Not Disclose To Any Third-Party Without Written Consent of Clean Harbors."



## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

Description	UOM	Price (USD)
Sodium Hypochlorite, 15% (Bleach)	GAL	\$20.00
<b>ER COVERAGE FEES/SAFETY PLANS/REPORTS</b>		
Additional Site Listings	EA	\$1000.00
Communications Package	DAY	\$53.00
ER Incident Report Fee	EA	\$400.00
OPA 90 Single Facility Fee	EA	\$2500.00
Safety Plan	EA	\$150.00
<b>WASTE MATERIAL APPROVAL</b>		
Profile Approval Fee (No Sample)	EA	\$125.00
Profile Recertification Fee (No Sample)	EA	\$35.00
Sample & Profile Approval Fee	EA	\$208.00
<b>MISCELLANEOUS*</b>		
Acetylene Bottle	EA	\$49.00
Bottled Water / Stress Relief	CA	\$28.00
Breathing Air Bottle Refill	EA	\$33.00
Caution Tape/Roll	EA	\$61.00
Digital Camera	DAY	\$102.00
Duct Tape/Roll	EA	\$30.00
First Aid Kit, 25 Person	EA	\$90.00
Misc. Handtools	DAY	\$53.00
Rolloff Bow	EA	\$46.00
Rolloff Tarp	EA	\$453.00
Shrink Wrap	ROL	\$52.00

"Confidential | Proprietary Business Information - Do Not Disclose To Any Third-Party Without Written Consent of Clean Harbors."



## Regional Rate Sheet

\* Items will be billed at a variable rate depending on supply costs at the time of order placement. Rates will be adjusted monthly as needed.

### NOTES:

- 1) All labor, equipment, materials, and services outlined in this Schedule of Rates will be invoiced at the rates listed, regardless of Clean Harbors' method of acquisition. Any items not described in this Schedule of Rates which are acquired by Clean Harbors shall be invoiced at Clean Harbors' cost plus a markup of Thirty-five percent (35%). (Unless otherwise specified, these rates are not valid for response to Infectious Agents/Biologicals.) The Schedule of Rates includes the cost of Clean Harbors basic medical monitoring program. Any special medical monitoring required by the client or the nature of the work, will be added to the project scope and the client will be invoiced at cost plus a markup listed above.
- 2) Lodging and subsistence for Clean Harbors personnel and our subcontractors in the field are included in a per diem charge per person per day when working more than 30 miles from the employee's normal operations center and when overnight accommodations are required. The rate is outlined in the labor section of this document. When overnight accommodations are not required but work exceeds 12 hours, \$50.00 per day per person may apply to cover meals and incidentals.
- 3) At its sole discretion, Clean Harbors will determine the level of protection required for each project. Level A, B, C or D personal protection and safety packages will be invoiced at the rates shown in the Schedule of Rates.
- 4) Clean Harbors' personnel and equipment will be charged portal-to-portal (mobilization and demobilization included). Services provided prior, during and/or subsequent to actual project site activities will also be charged at the Hourly Rate. This includes, but is not limited to, time taken by personnel to decontaminate and re-don protective clothing and equipment that is billed as part of the project.
- 5) Clean Harbors' normal employee workday is 7:00 am to 3:30 pm, Monday through Friday. Other work hours must be agreed to in writing in advance. No more than eight (8) hours of straight time will be billed for one person for one day. All time will be based upon a 24-hour day.
- 6) All hours worked in excess of eight (8) hours in the normal workday, as described above, as well as all hours worked all day Saturday are considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel.
- 7) Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel. Holidays are the legally observed United States Federal Holidays plus the day after Thanksgiving. When local laws or regulations recognize additional holidays or when local laws or regulations define premium hours in excess of this definition, Clean Harbors will invoice in accordance with local laws or regulations.
- 8) All projects are subject to a minimum four (4) hour response charge or \$3500.00 minimum charge, whichever is greater. Minimum charges do not apply to Transportation and Disposal.
- 9) Charges for Safety Plans are assessed on all projects. In some instances, a Site Safety Officer charge will apply per hour to create and administer the Safety Plan.
- 10) A variable Energy and Security Recovery Fee (that fluctuates with the DOE national average diesel price), will be applied to the total invoice, excluding sales tax. For more information regarding our recovery fee calculation please go to: [www.cleanharbors.com/recoveryfee](http://www.cleanharbors.com/recoveryfee).
- 11) A variable Global Tariff fee will be added to the Recovery fee. For more information, please visit our website [www.cleanharbors.com/recoveryfee](http://www.cleanharbors.com/recoveryfee).
- 12) The additional excise and sales tax added to the price of diesel fuel at the pump under the California Road Repair and Accountability Act (CARRAA) of 2017 has increased the cost of providing services in the State of California. To off-set this extra cost, Clean Harbors is implementing a 2.5% CA RRAA Fee on every invoice for California generators.
- 13) Unless specifically notated, these rates do not apply to any projects with Prevailing Wage requirements. Any Prevailing Wage rates will be negotiated on a case-by-case basis.
- 14) Equipment billed on an hourly basis will be billed a minimum of four hours upon activation. For equipment with only Daily Rates, a day will be charged up to 12 hours. No more than 2 Daily Rates will apply per calendar day. For boats and other marine equipment, Daily Rates will apply regardless of the hours used per day.
- 15) Unless specifically notated in the equipment description, all equipment rates are unoperated.
- 16) All waste disposal from project and or response activities will be charged additionally to the rates lists herein plus local, state, and federal fees/taxes of the generating location/receiving facilities as applicable. A Waste Document Preparation Fee of \$125 per day will apply to any work generating waste. The fee includes labels, manifests, and bills of lading, but does not include the Profile Approval Fee of \$125 and Profile Recertification Fee of \$35 which will be charged upon profile approval or recertification per profile.
- 17) A \$27 fee per manifest will be charged to be in compliance with the e-manifest system implemented by the EPA on June 30, 2018. This fee is evaluated annually and could increase based on cost from EPA and administration of process.
- 18) In the event of adverse temperatures and working conditions, a daily charge will apply for "Adverse weather/conditions relief" of \$150 Day. The daily charge covers consumables for both hot/cold conditions such as ice, water, Gatorade/electrolyte drinks, and coolers/thermos.
- 19) Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- 20) Incident Reports can be created for any emergency response projects and will be charged at a rate of \$200 each. Larger and more complex reports will be quoted case-by-case.
- 21) Standby charges will be negotiated on a case-by-case basis.
- 22) Clean Harbors guarantees to hold prices firm for 30 days.

"Confidential | Proprietary Business Information - Do Not Disclose To Any Third-Party Without Written Consent of Clean Harbors."

EXHIBIT C  
Emergency Response & Disaster Recovery Services



# Emergency Response & Disaster Recovery Services

Your First Choice for Environmental Management.





800.645.8265  
One Number. One Call.

## Proven Leadership in Emergency Response

Clean Harbors manages over four thousand environmental emergency responses or disaster recovery operations on land and water throughout North America each year. Whether it's a cleanup and removal of a single mercury bottle or a large-scale multiphase containment and cleanup of a coastal oil spill or damage from a hurricane, companies and governmental agencies trust our expertise and technical knowledge to handle any emergency with the highest regard to the environment and health and safety.

Since 1980, Clean Harbors has taken the lead in identifying the most effective, safe and environmentally sound options for managing environmental emergencies. Our commitment to integrity and high performance standards has resulted in long-standing business relationships with government agencies, insurance companies, and public and private companies. With more than 60 service locations and over 50 waste management facilities in the United States and Canada, Clean Harbors is your single source for the safe, efficient management of any environmental emergency.

Emergencies can happen anywhere and anytime in facilities, on roadways or in waterways. When time and safety are of the essence, Clean Harbors is ready to take control of your emergency situation and make appropriate decisions that will save you time and money.

## Experience and Technical Knowledge

Public and private companies, and local, state, provincial and federal government agencies all trust Clean Harbors to handle their emergency response and disaster recovery needs. They know we have the experience, technical knowledge and operational resources to get the job done right, while adhering to strict regulatory statutes and health and safety standards. From immediate response and containment to cleanup operations, Clean Harbors provides the manpower and equipment, logistical support, ICS/NIMS integration, and operational oversight to manage any size environmental emergency.

Clean Harbors can rapidly deploy hundreds of experienced, 40-hour-trained and certified workers to meet the needs of any incident. Whatever the response requires, from Level C through Level A, we handle a broad array of hazardous materials including oil, gasoline, chemical, PCB and biological hazards.

Clean Harbors responds to a wide range of response events, from the more common over-the-road incidents, punctured lines, tank overflows, leaking drums, and saddle tank spills, to major and catastrophic incidents such as large pipeline ruptures, ship groundings, natural disasters, tanker truck rollovers and facility releases that can easily threaten oceans, rivers, streams and lakes, as well as roadways, facilities and public areas.

One call to 800.645.8265 from anywhere across North America connects you to Clean Harbors' 24/7/365 Emergency Operations Center. Our DOT and RCRA trained Emergency Duty Operators offer unmatched coordination and control of clean-up efforts, ensuring a timely response to your emergency need. With our experience, technical knowledge and vast array of resources, Clean Harbors provides a complete solution.

# Services at a Glance

## Standby Emergency Response Coverage

Providing standby services for facilities and vessels

## National Response Coverage

Emergency response capabilities throughout the United States, Canada and Puerto Rico

## Oil Spill Response

All types of oil products, heavy, medium and light oils, PCBs, low flash point oil, submerged oils

## Chemical/Hazardous Material Spill Response

Response to all types of chemicals

## Biological/Infectious Agent Response

Animal and infectious diseases (AI, MCD, HMD, staph) and suspect chemical agents

## Railroad Emergency Response

Large or small, one-time projects or ongoing scheduled services

## Emergency Lab Packing

Highly trained chemists skilled in chemical recognition, compatibility and packing

## Emergency Pump-outs

Pump-outs of all products at various temperatures, pressures and consistencies

## Natural Disaster Response

Floods, fires, major storms

## Benefit from Our Full Range of Services

### Oil Spill Response

- On land and in water
- USCG Classified OSRO in ports across the U.S. and in Puerto Rico
- Response vessels, containment boom, skimming and recovery equipment
- Dedicated Response Strike Team and oil spill logistics management
- Certified vessel operators and crew support

### Chemical/Hazardous Material Spill Response

- Acids/Caustics/Reactives
- Response to metals release, i.e., mercury, lead, cadmium, etc.
- Available on-site health and safety managers
- Online MSDS support with 24-hour access

### Biological/Infectious Agent Response

- USDA 3D contractor for depopulation, disinfection and disposal
- WMD decontamination
- Whole building decontamination and disinfection of infectious substances
- Cruise ship, hotel, school cleaning

### Natural Disaster Response

- Debris removal, facility cleanup and building drying
- Utility recovery teams
- Household hazardous waste and hazardous material recovery and collection
- Transportation and disposal services

### Emergency Pump-outs

- On-site tank transfer and temporary storage
- Product recovery and materials reclamation

### Emergency Lab Packing

- Fire and clandestine lab response
- Reactive and oxidizer removal, including inhibitors and on-site stabilization
- Cylinder and compressed gas management and disposal

### Railroad Emergency Response

- Day-To-Day Rail and Facility Spills
- Rail Car Cleaning and Inspection
- Several hundred e-railsafe certified employees

### Emergency Response Packages

- Portable and fully stocked, reduces initial spill response time
- Minimize environmental impact with less remediation afterwards
- Eliminate the need to maintain and inventory your own response equipment

### Standby Emergency Response Coverage

- OPA90 and SPCC coverage
- Spill Drill PREP documentation
- Standby emergency response agreement and evergreen coverage

### National Response Coverage

- Extensive internal resources coupled with national independent subcontractor network
- Dedicated point-of-contact to manage all calls
- Custom programs including on-site photos, post-incident reports, and required notifications

# Clean Harbors

**Commitment. Leadership. Confidence.**

Clean Harbors is North America's leading provider of environmental, energy and industrial services serving over 50,000 customers, including a majority of Fortune 500 companies, thousands of smaller private entities, and numerous federal, state, provincial, and local governmental agencies.

Founded in 1980, Clean Harbors has grown to be the leading and most trusted name for a broad range of services such as end-to-end hazardous waste management, emergency spill response, industrial cleaning and maintenance, and recycling services.

Through its Safety-Kleen subsidiary, Clean Harbors also is North America's largest re-refiner & recycler of used oil and a leading provider of parts washers & environmental services to commercial, industrial and automotive customers.

## For Emergency Response & Disaster Recovery Services

Call 800.645.8265

Or visit the Web at  
[www.cleanharbors.com](http://www.cleanharbors.com)

### **Corporate Headquarters**

42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149  
781.792.5000  
800.282.0058



EXHIBIT D  
Insurance

*Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this Section constitute the amount of coverage required.*

*Contractor shall provide the following types and amounts of insurance:*

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are \$1,000,000 combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits of \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum

\$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are \$1,000,000.

*Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.*

General conditions pertaining to provision of insurance coverage by Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010-1219. Contractor also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, and the City may request modification and additional requirements, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the

certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. The City reserves the right at any time during the term of the contract to request a change to the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
13. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
14. Contractor will renew the required coverage annually as long as City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
15. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
16. The provisions of any workers' compensation or similar act will not limit the

obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

17. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
18. The requirements in this Section supersede all other Sections and provisions of this Agreement to the extent that any other Section or provision conflicts with or impairs the provisions of this Section.
19. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
20. The City's failure to comply with reporting requirements should not affect coverage required under the Agreement.

Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Certificate holder and naming the City are named as an Additional Insureds for General Liability, Contractor's Pollution Liability and Auto Liability as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured

It is further agreed that the General Liability, Contractor's Pollution Liability and Auto Liability shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional insured

It is understood and agreed that the company waives its right of subrogation which may arise by reason of a payment of claim under the General Liability, Contractor's Pollution Liability, Auto Liability and Worker's Compensation policy as required by written contract where allowed by state law  
 Umbrella is excess of the General Liability, Auto Liability, and Employer's Liability

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 38318  
 POLICY NUMBER: 1000005140 EFF DATE: 11/01/2025 EXP DATE: 11/01/2026

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation & Empl Liab	E.L. EACH ACCIDENT	\$2,000,000
(AK, AZ, IA, NJ, NY, NC, VT, CT)	E.L. DISEASE - EA EMP	\$2,000,000
Per Statute	E.L. DISEASE-POL LMT	\$2,000,000

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 38318  
 POLICY NUMBER: 1000005138 (MA, FL) EFF DATE: 11/01/2025 EXP DATE: 11/01/2026

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	E.L. EACH ACCIDENT	\$2,000,000
& Employers Liability	E.L. DISEASE - EA EMP	\$2,000,000
Per Statute	E.L. DISEASE-POL LMT	\$2,000,000



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 38318  
 POLICY NUMBER: 1000679513251(MA) EFF DATE: 11/01/2025 EXP DATE: 11/01/2026

ADDITIONAL INSURED: Y  
 SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Liability (MA)	CSL (Ea accident)	\$5,000,000
Any Auto, Owned Autos only,	MCS-90	
Hired Autos only, Non-owned Autos only		

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667  
 POLICY NUMBER: COO G27416603 011 EFF DATE: 11/01/2025 EXP DATE: 11/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Per Poll'n Condition	\$10,000,000
	Aggregate Limit	\$10,000,000
	SIR	\$250,000

ADDITIONAL REMARKS:  
 Transportation Pollution Liability is included on the Pollution Liability policy.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667  
 POLICY NUMBER: COO G27416603 011 EFF DATE: 11/01/2025 EXP DATE: 11/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Per Wrongful Act	\$10,000,000
	Aggregate Limit	\$10,000,000
	SIR	\$250,000



CITY OF  
**CARPINTERIA**

# Household Hazardous Waste Collection & Emergency Response Services Agreement

With Clean Harbors Environmental  
Services, Inc.



# Background

- **Annual Household Goods & Hazardous Waste Day**
- **Bi-weekly ABOP Collection Events**
- **Emergency Response**



# Clean Harbors Environmental Services, Inc



[www.cleanharbors.com](http://www.cleanharbors.com)

- Hazardous waste management firm that provides hazardous waste collection, transportation, and disposal services
- Served City since 2019
- No existing contractual arrangement for hazardous waste emergency response services

# Anticipated Services for Carpinteria

- **Four (4) annual household hazardous waste pickups annually**
  - ~\$5,000 per pickup
- **One (1) Annual Household Hazardous Waste Collection Day**
  - ~\$40,000 per event
- **Hazardous waste emergency environmental response services**
  - ~\$10,000 per annum



# Time Frame & Cost

**YR 1**  
FY 2025/26–2026/27  
two-year budget cycle

**\$70,000**

4 x \$5,000

*Annual household hazardous waste pickups (ABOP)*

1 X \$40,00

*Annual Household Hazardous Waste Collection Day*

1 X \$10,000

*Hazardous waste emergency environmental response*

**YR 2**  
FY 2027/28–2028/29  
two-year budget cycle

**\$70,000**

4 x \$5,000

*Annual household hazardous waste pickups (ABOP)*

1 X \$40,00

*Annual Household Hazardous Waste Collection Day*

1 X \$10,000

*Hazardous waste emergency environmental response*

**TOTAL AGREEMENT NOT-TO-EXCEED = \$140,000**



# Questions?



# City of Carpinteria

---

## COUNCIL AGENDA STAFF REPORT

### **ITEM FOR COUNCIL CONSIDERATION**

Resolution No. 6481, Declaring the Intention to Vacate a Portion of Olive Avenue.

### **STAFF RECOMMENDATION**

Adopt Resolution No. 6481, declaring the intention to vacate a portion of Olive Avenue.

Sample Motion: I move to adopt Resolution No. 6481, as read by title only.

### **BACKGROUND**

In July 2025, the City of Carpinteria (City) received a letter of request from the Carpinteria Sanitary District (CSD) to vacate a portion of Olive Avenue for a proposed protective flood wall and electrical equipment improvements, which will support the construction and operation of the future Advanced Water Purification Facility component of the Carpinteria Advanced Purification Project. A copy of CSD's letter of request is shown as [Attachment A](#).

The portion of Olive Avenue to be vacated is the City's right-of-way and is shown in [Attachment B](#) under Exhibit 1 of Resolution No. 6481. The area to be vacated comprises approximately 1,800 square feet and is needed to accommodate the proposed improvements. In addition, this portion of Olive Avenue currently contains CSD's existing electrical transformer and main switchgear serving its wastewater treatment plant.

As required by Section 65402 of the Government Code, no street shall be vacated until the Planning Commission has reported on the proposed location, purpose, and extent thereof as to conformity with the General Plan and Local Coastal Plan. On September 2, 2025, the Planning Commission adopted Resolution No. PC-25-007, finding that the proposed vacation of that portion of Olive Avenue is in conformance with the General Plan and Local Coastal Plan. As required by Sections 8314 and 892 of the Streets and Highways Code, rights-of-way established for other purposes by cities, counties, or local

agencies shall not be abandoned unless the governing body (e.g., City) determines the rights-of-way or parts thereof are not useful as a non-motorized transportation facility.

In September 2025, the City initiated the Surplus Land Act (SLA) process given that the portion of Olive Avenue to be vacated is City-owned property. On October 9, 2025, the City published a Notice of Exemption pursuant to paragraph (4) of subdivision (b) of Government Code Section 54221, which declared the land exempt surplus. On October 30, 2025, the City Attorney met with the Department of Housing and Community Development (HCD) regarding the City's exemption determination and HCD informed the City that because the land is located within a coastal zone, a written notice of availability (NOA) for open-space purposes was required. On January 27, 2026, the City sent out the NOA and received two letters of interest during the required 60-day noticing period. However, both interested parties rescinded their letters of interest. In May 2026, HCD indicated that the portion of Olive Avenue qualifies as exempt surplus land under Government Code section 54221, subdivision (f)(1)(B) and (E).

The purpose of this agenda item is for the City Council to adopt Resolution No. 6481, declaring its intention to vacate a portion of Olive Avenue.

## **DISCUSSION**

The adoption of Resolution No. 6481 does not immediately result in vacation of that portion of Olive Avenue and is not the final action of the vacation. Pursuant to the vacation proceeding of Division 9, Part 3 (Public Streets, Highways and Service Easements Vacation Law) of the Streets and Highways Code, the purpose of Resolution No. 6481 is to declare the City Council's intention to vacate and to set a public hearing on the matter, which is proposed to take place on July 27, 2026. Upon receiving testimony at the public hearing, the City Council must then make certain findings of fact, after which it may adopt a resolution of vacation. The resolution of vacation may provide for the reservation and exception of easements as may be necessary for public utilities and may include other conditions as the City Council finds necessary. Additionally, the City Council may not have the resolution of vacation recorded until such conditions are satisfied. Only upon recordation of the resolution of vacation by the Santa Barbara County Recorder's Office is the vacation complete.

Staff estimates that vacating this portion of Olive Avenue would reduce the City's operation and maintenance obligations, resulting in a corresponding reduction in associated costs. The vacation would also decrease the City's potential liability exposure related to the area. These reductions in cost and liability are limited to the approximately 1,800-square-foot portion of Olive Avenue proposed for vacation.

## **POLICY CONSISTENCY**

The proposed street vacation is consistent with Planning Commission Resolution No. PC-25-007, reporting the vacation of that portion of Olive Avenue, was found in conformance with the General Plan and Local Coastal Plan.

**FINANCIAL CONSIDERATIONS**

No Additional Funding Requested. CSD will remunerate costs to the City for costs associated with processing the request for vacation.

**LEGAL AND RISK MANAGEMENT CONSIDERATIONS**

The vacation proceeding is undertaken in accordance with Division 9, Part 3 (Public Streets, Highways and Service Easements Vacation Law) of the Streets and Highways Code.

**OPTIONS**

1. Adopt Resolution No. 6481, declaring its intention to vacate a portion of Olive Avenue. (Staff recommendation)
2. The City Council could choose not to approve the recommendation and direct staff as determined appropriate.

**PRINCIPAL PARTIES EXPECTED AT MEETING**

Carpinteria Sanitary District

**ATTACHMENTS**

Attachment A: Carpinteria Sanitary District Letter of Request dated July 16, 2025  
Attachment B: Resolution No. 6481

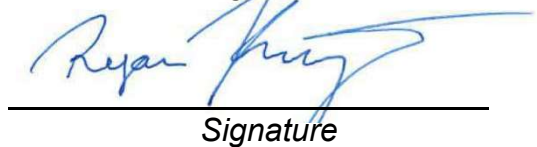
Staff contact:  
John L. Iasin, Public Works Director  
(805) 880-3402; [johni@carpinteriaca.gov](mailto:johni@carpinteriaca.gov)

  
Signature

Reviewed by:  
Licette Maldonado, Administrative Services Director  
(805) 755-4448; [licettem@carpinteriaca.gov](mailto:licettem@carpinteriaca.gov)

  
Signature

Reviewed by:  
Ryan Kintz, Assistant City Manager  
(805) 755-4450; [ryank@carpinteriaca.gov](mailto:ryank@carpinteriaca.gov)

  
Signature

Reviewed by:  
Michael Ramirez, City Manager  
(805) 755-4400; [michealr@carpinteriaca.gov](mailto:michealr@carpinteriaca.gov)

  
Signature

**ATTACHMENT A**

**Carpinteria Sanitary District Letter of Request dated July 16, 2025**



July 16, 2025

Nick Bobroff  
Community Development  
Director City of Carpinteria  
5775 Carpinteria Avenue  
Carpinteria, CA 93001

**RE: Request for Determination of Conformance with Ca. Gov. Code Section 65402(a)  
for proposed Street Vacation in the City of Carpinteria**

Dear Mr. Bobroff,

The Carpinteria Valley Water District is undertaking the Carpinteria Advanced Purification Project in the City of Carpinteria ("Project"). The Project includes an Advanced Water Purification Facility, purified water conveyance pipelines and injection wells for water storage in the groundwater basin. The Project will provide up to 1.3 million gallons of water per day for storage and reuse in the Carpinteria Valley Groundwater Basin. The Carpinteria Sanitary District ("CSD") is a partner in the Project and is undertaking necessary modifications and improvements to existing CSD facilities located at APN: 033-360-015. This planned improvement will require a small portion of adjacent Olive Avenue City street right of way that is not currently in use for public roadway purposes and is unimproved. The CSD's existing SCE transformer and main electrical switchgear for the wastewater plant are in this area, which is outside the CSD's existing floodwall. Project improvements include new electrical switchgear and transformer in the same general area, enclosing all SCE facilities within the existing flood wall, and adding a passive flood gate to the entrance to mitigate impacts from future flood events for both the existing CSD facilities and the proposed Project.

This letter is requesting a determination from the City's Planning Commission as to whether the proposed Public Street Vacation is, or is not, in conformance with the City of Carpinteria's adopted general plan. The General Plan conformity determination process (i.e. Government Code Sec. 65402) will be administered by the City's Community Development Department. Thereafter, the City's Public Works Department would undertake the street vacation process through the legal procedural requirements of the Streets and Highways Code Section 8320 et seq. (General Vacation Procedure).

Mr. Nick Bobroff  
Page 2 of 4

**LOCATION:** The proposed street vacation area is located on an unimproved portion of Olive Avenue adjacent to APN: 033-360-015 in the City of Carpinteria. An Exhibit Map is included in page 3 of this letter showing the subject area and a photo overlay is shown on page 4 of this letter.

**EXTENT:** The proposed street vacation area is 1,800 square feet in size and is shown on the Exhibit attached with this letter. After the public street vacation is complete, the CSD would use this area for necessary improvements to their adjacent facilities.

**PURPOSE:** The Carpinteria Sanitary District ("CSD") is undertaking necessary modifications and improvements to existing CSD facilities located at APN: 033-360-015 in conjunction with the Carpinteria Valley Water District's Advanced Purification Project.

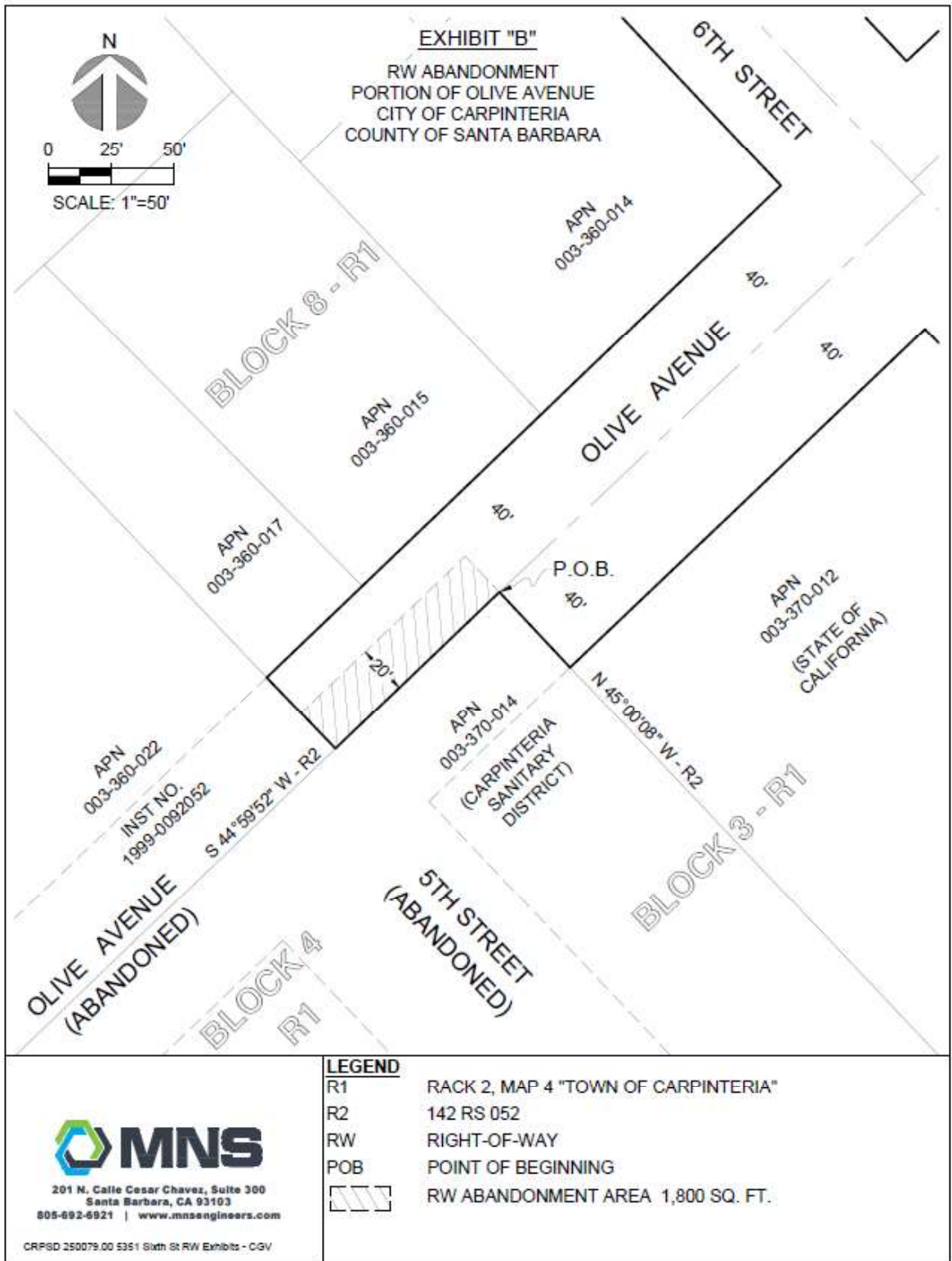
**GENERAL PLAN & ZONING:** The subject property is designated as public street right of way.

Thank you for your consideration of this matter and feel free to contact me at 805.684.7214 x112 or by email at: [craigm@carpsan.com](mailto:craigm@carpsan.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig Murray', written in a cursive style.

**Craig Murray, P.E.**  
General Manager  
Carpinteria Sanitary District  
5300 Sixth Street  
Carpinteria, CA 93013



### Photo Overlay of Olive Avenue Street Vacation Area



**ATTACHMENT B**

**Resolution No. 6481**

**RESOLUTION NO. 6481**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA  
DECLARING ITS INTENTION TO VACATE A PORTION OF THE CITY'S RIGHT-OF-  
WAY AT OLIVE AVENUE AS SHOWN ON THE MAP OF THE TOWN OF  
CARPINTERIA RECORDED AS MAP 4 RACK 2, RECORDS OF THE COUNTY OF  
SANTA BARBARA, STATE OF CALIFORNIA**

**WHEREAS**, Olive Avenue is a City of Carpinteria right-of-way, as shown on the Map of the Town of Carpinteria recorded as Map 4 Rack 2, records of the County of Santa Barbara, State of California; and

**WHEREAS**, the City of Carpinteria received a letter of request dated July 16, 2025, from the Carpinteria Sanitary District for vacating a portion of Olive Avenue for a proposed protective flood wall and electrical equipment improvements to support the construction and operation of the future Advanced Water Purification Facility component of the Carpinteria Advanced Purification Project; and

**WHEREAS**, on September 2, 2025, the Planning Commission adopted Resolution No. PC-25-007, reporting the vacation of that portion of Olive Avenue is in conformance with the General Plan and Local Coastal Plan.

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

**SECTION 1.** That the public interest, convenience, and necessity so requiring, it is the intention of the City Council of the City of Carpinteria to vacate that portion of Olive Avenue, which the location and extent are described in Exhibit 1 attached hereto and a made a part hereof.

**SECTION 2.** That the City Council of the City of Carpinteria hereby initiates the vacation proceeding of Division 9, Part 3 (Public Streets, Highways and Service Easements Vacation Law) of the Streets and Highways Code.

**SECTION 3.** That on July 27, 2026, at the hour of 5:30 P.M. in the Council Chamber, City of Carpinteria, 5775 Carpinteria Avenue, 93013 is hereby set as the time and place of the public hearing at which time all persons interested in said vacation may appear and be heard by the City Council.

**SECTION 4.** That the City Engineer is authorized and directed to post public notices of said vacation along the line of said street to be vacated at least two (2) weeks before the date of said public hearing. Such public notices shall be prepared and posted in accordance with Section 8323 of the Streets and Highways Code.

**SECTION 5.** That the City Clerk shall publish or post this resolution of intention in the manner prescribed for the publication or posting of resolutions of the City Council of

the City of Carpinteria as such publication or posting is required in accordance with Section 8322(c) of the Streets and Highways Code.

**SECTION 6.** That the City Clerk shall give public notice of the date, hour, and place of the public hearing on this resolution of intention, as herein above set, by publication for at least two (2) successive weeks in a weekly newspaper of general circulation before the public hearing. Such public notice shall be prepared and published in accordance with Section 8322(a) of the Streets and Highways Code.

**SECTION 7.** That the City Clerk shall within ten (10) days of the adoption of this resolution of intention give written notice to those public bodies or public utilities which are contained on the City of Carpinteria's index of requests for notices of vacation proceedings. Such public notice shall be prepared and given in accordance with Sections 8346 and 8347 of the Streets and Highways Code.

**SECTION 8.** Pursuant to paragraph (4) of subdivision (b) of Section 54221 of the Government Code that the City of Carpinteria hereby declares that portion of Olive Avenue, which the location and extent are described in Exhibit 1, is exempt surplus land not necessary for the City of Carpinteria's use pursuant to subparagraphs (B) and (E) of paragraph (1) of subdivision (f) of Section 54221 of the Government Code.

**PASSED, APPROVED AND ADOPTED** on June 22, 2026, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

\_\_\_\_\_  
Mayor, City of Carpinteria

ATTEST:

\_\_\_\_\_  
Brian C. Barrett, MMC, 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 June 22, 2026.

---

Brian C. Barrett, MMC, 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. 6481**

**EXHIBIT "1"**  
Legal Description  
Olive Avenue Right of Way Vacation

All that certain real property situated in the City of Carpinteria, County of Santa Barbara, State of California, being a portion of the right of way of Olive Avenue as shown on the map of the Town of Carpinteria recorded as Map 4 in Rack 2, records of said County, more particularly described as:

**Beginning** at the most Northerly corner of the parcel described in the deed to Carpinteria Sanitary District recorded in Book 1081 at Page 428 and shown on the Record of Survey recorded in Book 142 of Surveys at Page 52 said corner being a point on the centerline of Olive Avenue, thence;

- 1st North 45°00'08 West 20.00 feet along the Northwest prolongation of the Northeast line of said Carpinteria Sanitary District parcel to a line parallel with the centerline of Olive Avenue; thence,
  - 2nd South 44°59'52" West along said parallel line to a point on the Northeast line of the parcel described in the deed to Palm Avenue Lofts recorded November 19, 1999 as Instrument Number 1999-0092052; thence,
  - 3rd South 45°00'08 East 20.00 feet along the Northeast line of said Instrument Number 1999-0092052 to a point on the Northwest line of the first mentioned Carpinteria Sanitary District parcel and the centerline of Olive Avenue; thence,
  - 4th North 44°59'52" East along the last mentioned Northwest line to the **Point of Beginning**
- Containing an area of 1,800 square feet more or less and is shown on the attached Exhibit "B".

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

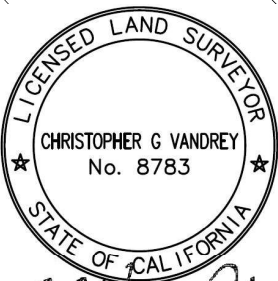
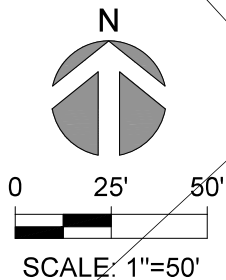


Christopher G Vandrey, PLS 8783  
11/04/2025

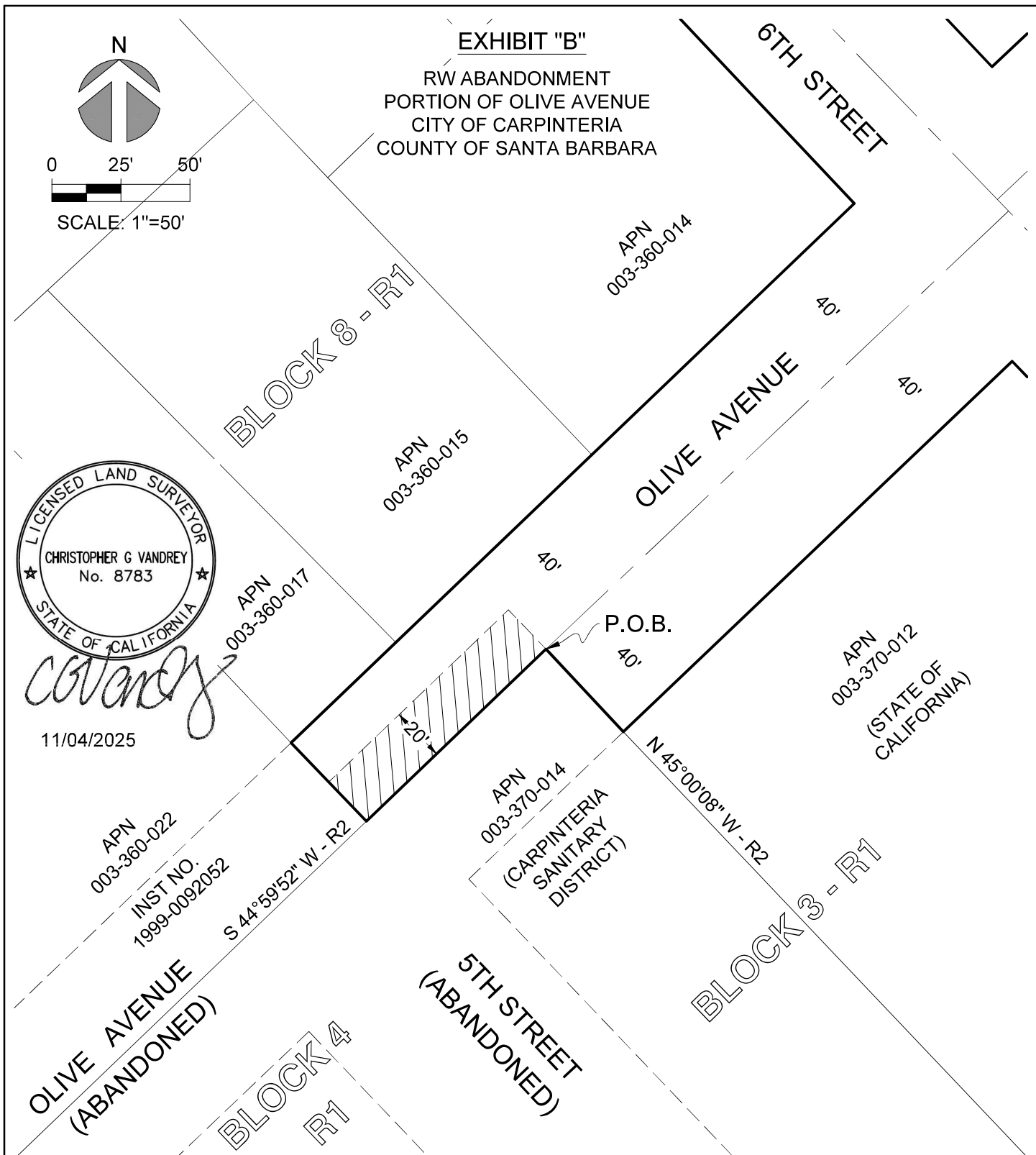


**EXHIBIT "B"**


RW ABANDONMENT  
 PORTION OF OLIVE AVENUE  
 CITY OF CARPINTERIA  
 COUNTY OF SANTA BARBARA



*CGVandrey*  
 11/04/2025



**LEGEND**

- R1 RACK 2, MAP 4 "TOWN OF CARPINTERIA"
- R2 142 RS 052
- RW RIGHT-OF-WAY
- POB POINT OF BEGINNING
-  RW ABANDONMENT AREA 1,800 SQ. FT.



201 N. Calle Cesar Chavez, Suite 300  
 Santa Barbara, CA 93103  
 805-692-6921 | [www.mnsengineers.com](http://www.mnsengineers.com)



# City of Carpinteria

---

## COUNCIL AGENDA STAFF REPORT

### ITEM FOR COUNCIL CONSIDERATION

Transactions and Use Tax Measure for the November 3, 2026 General Municipal Election

### STAFF RECOMMENDATION

- A. Adopt Resolution No. 6472 Ordering the Submission to the Qualified Electors of the City a Measure Relating to the Establishment of a General Transaction and Use Tax at the Consolidated General Municipal Election to be Held on November 3, 2026; Requesting That the County Clerk- Recorder/ Registrar of Voters Provide Specific Election Administration Services; Setting Priorities for Filing Written Arguments and Rebuttals Regarding the Ballot Measure and Directing Preparation of an Impartial Analysis
- B. Introduce and waive further reading of Ordinance No. 796 establishing a Transactions and Use Tax, contingent upon voter approval; and
- C. Direct staff to proceed with all actions necessary to place the measure before voters at the November 3, 2026 General Municipal Election.

**Sample Motion:** I move that the City Council adopt Resolution 6472, introduce Ordinance No. 796, and direct staff to proceed with all actions necessary to place the measure before voters at the November 3, 2026 General Municipal Election.

*(This motion requires reading of the Ordinance title, a roll call vote, and approval by at least four members of the City Council.)*

### BACKGROUND

The City of Carpinteria continues to face ongoing fiscal pressures driven by rising costs, stagnating revenues, and increasing infrastructure and service needs. In response, the City Council initiated a structured work program to evaluate the City's fiscal condition and potential revenue strategies, including voter opinion research, community engagement, assessment district proceedings, and preparation of the Revenue Enhancement Opportunities Report by HdL ECONsolutions.

As part of that effort, the City completed Proposition 218 proceedings for the Landscape Maintenance and Winter Berm Assessment Districts in March 2026. These measures did not receive sufficient support to pass, resulting in an annual funding shortfall for ongoing maintenance and infrastructure-related services. These services must continue to be provided and are currently funded through existing and limited resources, including the General Fund and Measure X. While these are separate funding sources, they remain constrained resources, and using them to fund ongoing maintenance reduces the City's ability to fund other priorities such as streets, facilities, and infrastructure improvements.

On April 13, 2026, the City Council received the Revenue Enhancement Opportunities Report prepared by HdL ECONsolutions and directed staff to further evaluate a Transactions and Use Tax and initiate community engagement and public education efforts. On May 26, 2026, the City Council reviewed proposed ballot language and the outreach and public education strategy and provided feedback regarding both items.

Since that time, the City, and individual Councilmembers, have continued public outreach and engagement efforts, including stakeholder meetings, informational mailers, community outreach activities, and public workshops. Feedback received through these efforts has helped to improve outreach and education related to the proposed measure.

This item returns to the City Council with the proposed ordinance establishing a Transactions and Use Tax (Attachment E) and the related election resolutions (Attachments A through D) required under the California Elections Code to place the measure before voters at the November 3, 2026 General Municipal Election.

## **DISCUSSION**

### **Fiscal Need**

As discussed in previous reports, the City continues to face ongoing fiscal challenges driven by rising costs, increasing infrastructure obligations, and revenues that have not kept pace with the cost of providing municipal services, resulting in a structural deficit.

The cost of law enforcement services provided through the Santa Barbara County Sheriff's Office is approximately \$6.6 million in FY 2025/2026 and is projected to increase to approximately \$6.9 million in FY 2026/2027. Public safety is the City's largest discretionary expense and is greater (in dollar amount) than any single one of the City's top three revenue sources. In addition, the cost of Public Safety is increasing at a percentage greater than any single one of our top three revenue sources. At the same time, expanded service levels, including library services, senior services, and parks maintenance, continue to compete for an increasingly limited pool of discretionary funding, compounded by inflationary pressures across all City operations. While reductions to service levels and program budgets may buy time for correction, they are not a long-term solution and deferred maintenance will likely lead to greater future

expense. To address the City's structural deficit, revenues and revenue percentage growth need to exceed expenditures and expenditure percentage growth.

In March 2026, Proposition 218 proceedings for the Landscape Maintenance and Winter Berm Assessment Districts did not receive sufficient support to pass, resulting in an annual funding shortfall for ongoing maintenance and infrastructure-related services. These services must continue to be funded through existing City resources, including the General Fund and Measure X, reducing the City's ability to fund other priorities.

The City also faces significant infrastructure obligations. Capital Improvement Program projects continue to exceed historical estimates due to increases in labor costs, material costs, and regulatory requirements. Current estimates indicate approximately \$24 million in deferred street and pavement maintenance, in addition to deferred facility maintenance and other unfunded capital improvement needs.

Taken together, these factors reflect ongoing fiscal challenges and increasing demands on the City's limited discretionary resources.

### **Proposed Transactions and Use Tax Measure**

Based on City Council direction provided at the April 13, 2026 meeting, prior voter survey research, community engagement efforts, analysis prepared by HdL ECONsolutions, and subsequent staff and legal review, staff has prepared a proposed Transactions and Use Tax measure for City Council consideration.

The proposed measure would establish a 0.25 percent Transactions and Use Tax within the City of Carpinteria. If approved by voters, the measure is estimated to generate approximately \$700,000 annually in locally controlled revenue that could be used for general governmental purposes, including public safety, infrastructure maintenance, emergency preparedness, parks, community services, and other municipal priorities as determined through the annual budget process.

The proposed measure is structured as a general tax requiring majority voter approval. Based on HdL ECONsolutions' analysis, almost 20% of taxable sales within the City are generated by visitors and non-residents, which will distribute the tax burden beyond City residents. Revenue generated by the measure would remain locally controlled and may be used for general government purposes consistent with City Council priorities and community needs.

The proposed ballot question is as follows:

*"Carpinteria Public Safety, Roads, City Services Measure. To help repair streets/potholes/sidewalks; better prepare for/respond to wildfires/floods, other emergencies/natural disasters; keep public areas/parks safe/clean; help maintain sheriff's service/response, property crime/theft prevention efforts; address homelessness; support youth/senior programs; other general government purposes; shall City of Carpinteria's measure be adopted levying a ¼¢ sales tax, providing approximately \$700,000 annually until ended by voters, requiring audits, spending disclosure, funds locally controlled?"*

A 0.25 percent Transactions and Use Tax would equate to approximately \$0.25 on a \$100 taxable purchase. Together with the one and one-quarter percent (1.25%) Local Transaction and Use Tax described in Carpinteria Municipal Code Chapter 3.18 (Measure X), the new transactions and use tax rate in the City would be one and one-half percent (1.5%). Added to other State and County taxes, such as Measure A, totaling 7.75% for Santa Barbara County, if approved, the City's total sales tax rate would be 9.25%.

Like all California Transactions and Use Taxes, certain purchases are exempt under state law. Examples include most groceries, prescription medications, residential rent, and medical services. The tax generally applies only to taxable retail purchases that are already subject to California sales tax.

While the revenue generated by the measure would not fully address the City's long-term fiscal and infrastructure needs, it would provide an ongoing locally controlled funding source to help stabilize service levels and address priority needs identified by the community and City Council. The full text of the proposed Transactions and Use Tax ordinance is provided as Attachment E.

### **Election Process**

The California Elections Code requires adoption of a resolution and related actions in order to place a measure before voters.

The proposed election Resolution No. 6472, provided as Attachments, would:

- Submit the Transactions and Use Tax measure to voters (Ordinance, attached, would become effective only upon approval by a majority of voters voting on the measure.).
- Establish procedures for filing arguments and directs the City Attorney to prepare an impartial analysis.
- Establish procedures for filing rebuttal arguments.

### **POLICY CONSISTENCY**

The proposed action is consistent with the FY 2026/2027 Strategic Plan, specifically Goal No. 4 – Maintain Fiscal Sustainability.

### **FINANCIAL CONSIDERATIONS**

The proposed measure itself has no direct fiscal impact unless approved by voters. If approved by voters, the measure is estimated to generate approximately \$700,000 annually in ongoing general-purpose revenue.

Election administration costs associated with placing the measure on the ballot have been incorporated into the FY 2026/2027 budget.

The California Department of Tax and Fee Administration (CDTFA) will administer the collection of and transmittal of the measure's revenues to the City. CDTFA will require reimbursement from the City for the services it performs. The amount of such reimbursement is not known at this time.

### **LEGAL AND RISK MANAGEMENT CONSIDERATIONS**

Pursuant to Government Code Section 53724(b), placement of a general tax measure on the ballot requires approval by a two-thirds vote (4 out of 5) of the City Council.

The City Attorney has assisted in the preparation of the proposed ordinance and election resolutions and will continue to provide legal guidance regarding compliance with the California Elections Code, Revenue and Taxation Code, and other applicable laws.

The proposed measure is a general tax and requires approval by a majority of voters voting on the measure. The election resolutions also satisfy requirements related to election consolidation, impartial analysis, ballot arguments, and rebuttal arguments.

### **OPTIONS**

1. Adopt the resolution and introduce the ordinance as recommended by staff.
2. Direct modifications to the proposed ballot language, ordinance, or election documents and continue the item to a future meeting.
3. Decline to place the measure before voters.

### **PRINCIPAL PARTIES EXPECTED AT MEETING**

None.

**ATTACHMENTS**

**Attachment A – Resolution No. 6472**

Staff contact:

Ryan Kintz, Assistant City Manager  
(805) 755-4400, [ryank@carpinteriaca.gov](mailto:ryank@carpinteriaca.gov)

Reviewed by: Michael Ramirez, City Manager  
(805) 755-4450, [michaelr@carpinteriaca.gov](mailto:michaelr@carpinteriaca.gov)



---

Signature



---

Signature

**ATTACHMENT A**

**Resolution No. 6472**

**RESOLUTION NO. 6472**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY A MEASURE RELATING TO THE ESTABLISHMENT OF A GENERAL TRANSACTION AND USE TAX AT THE CONSOLIDATED GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026; REQUESTING THAT THE COUNTY CLERK- RECORDER/ REGISTRAR OF VOTERS PROVIDE SPECIFIC ELECTION ADMINISTRATION SERVICES; SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND REBUTTALS REGARDING THE BALLOT MEASURE AND DIRECTING PREPARATION OF AN IMPARTIAL ANALYSIS**

**WHEREAS**, the City provides general municipal services and facilities that are vital to the health, safety, and general welfare of the people of Carpinteria; and

**WHEREAS**, the City's revenues are insufficient to fully provide general municipal services and facilities, including repairing public infrastructure, ensuring natural disaster and emergency preparedness, keeping public areas and parks safe and clean, maintaining Sheriff response, preventing crime, addressing homelessness, maintaining library services like youth and senior programs, and other general governmental uses at the level that is necessary or desirable; and

**WHEREAS**, pursuant to California Revenue and Taxation Code Section 7285.9 et seq., the City has the authority to increase its existing local transactions and use tax; and

**WHEREAS**, pursuant to California Constitution Article XIII C, Section 2 and Elections Code Section 9222, the City Council has the authority to submit measures to be considered by Carpinteria voters at regular municipal elections; and

**WHEREAS**, pursuant to Chapter 3.18 (Local Transactions and Use Tax [Measure X]) of Title 3 (Revenue and Finance) of the Carpinteria Municipal Code, the City currently levies a voter-approved one and one-quarter percent (1.25%) transaction and use tax, the proceeds of which are deposited into the general fund to be used for any governmental or public purpose; and

**WHEREAS**, the City's existing one and one quarter percent (1.25%) transactions use tax generates approximately \$3.9 million in general fund revenues each year; and an increase of the transactions and use tax rate to one and one-half percent (1.5%) is projected to generate an additional \$700,000 annually;

**WHEREAS**, at the May 26, 2026 council meeting, the City Council ordered the November 3, 2026 general municipal election and called for its consolidation with the Statewide General Election to be held the same day (City Resolution Nos. 6465 & 6466);

**WHEREAS**, the City Council now orders that at said general municipal election, a ballot measure (hereinafter, the "Measure") be submitted to the voters of the City of Carpinteria to adopt an ordinance that increases the City's transactions and use tax rate, currently set at one and one-quarter percent (1.25%), by an additional quarter percent (0.25%) such that the new transactions and use tax rate will be one and one-half percent (1.5%); and

**WHEREAS**, pursuant to Government Code Sections 53723 and 53724(b), and Revenue and Taxation Code Section 7285.9, any proposed increase or extension of the City's general purpose transactions and use tax must be approved by no less than two-thirds of all the members of the City Council, subject also to approval by the City's voters by a simple majority of votes cast (50% plus 1) at a City election; and

**WHEREAS**, concurrent with the approval of this Resolution, the City Council has also approved for first reading an ordinance (hereinafter, "the Ordinance") attached to this Resolution as Exhibit A, which, if the Measure is approved by the Carpinteria voters, implements the increase of the City's transactions and use tax to one and one-half percent (1.5%); and

**WHEREAS**, the City Council also wishes to (i) establish deadlines and rules for the submission of written arguments and rebuttals for and against the Measure in accordance with applicable Elections Code procedures; (ii) direct the timely preparation of the City Attorney's impartial analysis; and (iii) provide such other direction as may be necessary to facilitate the placement of the Measure on the ballot.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARPINTERIA HEREBY RESOLVES AS FOLLOWS:**

**SECTION 1. Recitals.** The City Council hereby finds and determines that the foregoing Recitals are true and correct, are incorporated herein and by this reference made an operative part thereof.

**SECTION 2. Basis for Tax.** During the prior and current year budget process, the City Council discussed the growing financial pressures facing the City due to rising costs associated with providing essential services and maintaining infrastructure. These cost increases, which have outpaced revenue growth and ongoing service demands, create a need for additional locally controlled funding to maintain the City's high standards of public safety, community services programs, disaster preparedness, and law enforcement, and to address a growing need to fix and enhance aging

infrastructure, among other city priorities. Despite certain belt-tightening measures, including responsible budgeting, service prioritization, and efficiency improvements, continued increases in the cost of emergency response, public safety, facility upgrades, and community programs have made it increasingly difficult to sustain core services at current levels, without additional revenue.

**SECTION 3. Submission of Ballot Measure.** Pursuant to California Constitution Article XIII C, Section 2, California Revenue and Taxation Code Section 7285. 9, and California Elections Code Section 9222, the City Council orders to be submitted to the qualified electors of the City at the general municipal election called for November 3, 2026, a measure to impose a general transactions and use tax at the rate of one quarter percent (0. 25%, or 1/4 cent sales tax), which will increase the City’s existing one and one-quarter percent (1.25%) transaction and use tax to a new rate of one and one half percent (1.5%). The Measure shall be entitled the *Carpinteria Public Safety, Road, City Services Measure*.

**SECTION 4. Ballot Measure Question.** The form of the Measure to be placed on the ballot and submitted to the voters at the municipal election on November 3, 2026 is as follows:

<b>Carpinteria Public Safety, Roads, City Services Measure</b>	
To help repair streets/potholes/sidewalks; better prepare for/respond to wildfires/floods, other emergencies/natural disasters; keep public areas/parks safe/clean; help maintain sheriff’s service/response, property crime/theft prevention efforts; address homelessness; support youth/senior programs; other general government purposes; shall City of Carpinteria’s measure be adopted levying a ¼¢ sales tax, providing approximately \$700,000 annually until ended by voters, requiring audits, spending disclosure, funds locally controlled?”	<b>Yes</b>
	<b>No</b>

**SECTION 5. Ordinance Approval.** The complete text of the Ordinance approved by a two-thirds vote of all members of the City Council that authorizes imposition of the Carpinteria Public Safety, Roads, City Services tax, subject to voter approval, is attached as Exhibit A. The transactions and use tax that is the subject of the Measure is and will remain a general tax within the meaning of Proposition 218 whose proceeds may be deposited in the City's General Fund and used for any governmental purpose. Accordingly, the vote requirement for passage of the proposed Measure is a majority of the votes cast (50% plus 1).

**SECTION 6. Election Procedures.**

A. Pursuant to Elections Code Sections 10401 and 10403, the City Council respectfully requests that the Santa Barbara County Board of Supervisors ("Board") authorize and direct:

1. The Santa Barbara County Clerk- Recorder/Registrar of Voters (hereinafter, "the County") to submit the city-initiated ballot Measure seeking approval of the Ordinance at the November 3, 2026 municipal election that is to be consolidated with the Statewide General Election on the same date.
2. The County Elections Division to render full election services to the City as requested by the City Clerk with the understanding and agreement that the County will be reimbursed by the City in full for all services so provided.

B. The City Clerk is authorized and directed to coordinate with the Santa Barbara County Clerk-Recorder, Assessor/Registrar of Voters and the County Elections Division to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election. The ballots to be used at the election shall be in form and content as required by law.

C. The City recognizes that additional costs will be incurred by the County by reason of placing the Measure on the ballot and agrees to reimburse the County for any costs.

D. As specified in City Resolution No. 6465, the polls for the election shall be open at 7:00 a.m. the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day when the polls shall be closed, pursuant to Elections Code Section 10242, except as provided in Elections Code Sections 14212 and 14401.

E. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for the holding of municipal elections in the City.

F. Notice of the time, place, and holding of the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

G. The County is authorized to canvass the returns of the City's municipal election. The City Clerk shall receive the canvass from the County and certify the results to the City Council, as required by law.

**SECTION 7. Arguments, Rebuttals, and Impartial Analysis.**

***A. Direct Arguments For and Against the Measure***

1. Pursuant to Elections Code Section 9282, the City Council authorizes the following councilmembers to file a written argument on its behalf in favor of the Measure.

---

---

---

---

---

2. Pursuant to Elections Code Section 9287, if more than one argument in favor of the Measure is submitted, the City Clerk shall give preference and priority, in the order named, to the arguments of the following: (a) the legislative body, or member or members of the legislative body authorized by that body; (b) an individual voter, or bona fide association of citizens, or combination of a voter(s) and associations, who are the bona fide sponsors or proponents of the Measure; (c) a bona fide association of citizens; and (d) individual voters who are eligible to vote on the Measure. Each argument shall be filed with the City Clerk, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.
3. Arguments against the proposed ballot measure, if any, shall also be subject to the provisions of Elections Code Sections 9282, 9283, and 9287.
4. All arguments shall not exceed 300 words.

***B. Rebuttal Arguments***

1. Pursuant to Elections Code Section 9285, once the City Clerk selects the arguments for and against the City-initiated measure to be printed and distributed to the voters, the City Clerk will send a copy of the argument in favor of the Measure to the authors of the argument against the Measure, and a copy of the argument against to the authors of the argument in favor of the Measure.

The author or a majority of the authors of an argument relating to the Measure may prepare and submit a rebuttal argument or may authorize in writing any other person or persons to prepare, submit, or sign the rebuttal argument. The rebuttal argument shall not exceed 250 words. A rebuttal argument may not be signed by more than five persons. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

***C. Deadlines for Submitting Direct and Rebuttal Arguments***

1. Arguments may be changed or withdrawn until and including the date fixed by the City Clerk after which no arguments for or against the City measure may be submitted to the City Clerk.
2. The rebuttal arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers, not more than 10 days after the final date for filing direct arguments. The rebuttal arguments shall be accompanied by the Form of Statement To Be Filed By Author(s) of Argument.
3. All materials submitted to the City Clerk must be delivered in person at City Hall, 5775 Carpinteria Avenue, Carpinteria, CA 93103. Delivery shall be during regular business hours, which are Monday through Thursday, 8:00 am to 5:00 pm, and alternate Fridays from 8:00 am – 5:00 pm.

***D. City Attorney Impartial Analysis***

1. Pursuant to Elections Code Section 9280, the City Council directs the City Clerk to transmit a copy of the proposed Measure to the City Attorney. The City Attorney is directed to prepare an impartial analysis of the Measure, not to exceed 500 words in length, showing the effect of the Measure on existing law and the operation of the proposal.
2. The analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the city council.
3. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the voter information guide, there shall be

printed immediately below the impartial analysis, in no less than 10-point type, the following: "The above statement is an impartial analysis of Ordinance No. 796. If you desire a copy of the ordinance or measure, please call the elections official's office at (805) 755-4403, and a copy will be mailed at no cost to you."

4. The impartial analysis shall be filed by the date set by the City Clerk for the filing of primary arguments.

**SECTION 8. City Clerk Tasks.**

- A. *Delivery of Resolution to the County.* The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions. The City Council directs the City Clerk to deliver copies of this Resolution, including the Ordinance, to the Clerk of the County's governing Board of Supervisors and to the County Elections Division.
- B. *Publication of Ballot Measure Synopsis.* As required by Elections Code Section 12111, the City Clerk shall publish a synopsis of the Measure at least one time not later than one week before the November 3, 2026 election in a newspaper of general circulation.

**SECTION 9. Public Examination.** Pursuant to Elections Code Section 9295, this Measure, all arguments, rebuttals, and the impartial analysis will be available for public examination for no fewer than ten (10) calendar days immediately following the filing deadline for submission of those materials. The Clerk shall post notice in the Clerk's office of the specific dates that the examination period will run.

**SECTION 10. CEQA.** This Measure is exempt from review under the California Environmental Quality Act (Cal. Pub. Resources Code, § 2100 et seq.) ("CEQA") and the CEQA Guidelines (14 Cal. Code of Regs., § 15000 et seq.) because it establishes rules and procedures to implement government funding mechanisms; does not involve any commitment to a specific project that could result in a potentially significant physical impact on the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, the provisions of this Chapter do not constitute a "project" that requires environmental review (14 Cal. Code of Regs., § 15378(b)(4)-(5)).

**SECTION 11. Effective Date of Resolution.** This Resolution shall take effect immediately upon its adoption and its provisions shall only apply to the November 3, 2026 municipal election.

**SECTION 12. Previous Resolutions Repealed.** All previous resolutions providing for the filing of arguments, rebuttals, and impartial analyses for city measures are repealed.

**PASSED, APPROVED AND ADOPTED** this 22nd day of June, 2026 by the following vote:

AYES: COUNCILMEMBER(S):  
NOES: COUNCILMEMBER(S):  
ABSENT: COUNCILMEMBER(S):  
ABSTAIN: COUNCILMEMBER(S):

\_\_\_\_\_  
Natalia Alarcon, Mayor

ATTEST

\_\_\_\_\_  
Brian Barrett, MMC, CPMC  
City Clerk, Elections Official  
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 June 22, 2026.

\_\_\_\_\_  
Brian C. Barrett, MMC, CPMC  
City Clerk, Elections Official  
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 A TO RESOLUTION NO. 6472**

**Ordinance No. 796**

EXHIBIT A

ORDINANCE NO. 796

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, AUTHORIZING A QUARTER PERCENT (0.25%) LOCAL TRANSACTIONS AND USE TAX, SUBJECT TO THE APPROVAL OF THE ELECTORS, BY ADDITION OF CHAPTER 3.19 TO TITLE 3 OF THE CARPINTERIA MUNICIPAL CODE**

The City Council of the City of Carpinteria does hereby ordain as follows:

**WHEREAS**, Article XIII C, Section 2, of the California Constitution authorizes a city to impose a general tax if approved by a majority vote of the qualified electors;

**WHEREAS**, pursuant to Revenue and Taxation Code Section 7285.9 et seq., the City of Carpinteria ("City") has the authority to collect a local transactions and use tax and to increase that transactions and use tax;

**WHEREAS**, pursuant to Chapter 3.18 (Local Transactions and Use Tax [Measure X]) of Title 3 (Revenue and Finance) of the Carpinteria Municipal Code, the City currently levies a voter-approved one and one-quarter percent (1-1/4%) transaction and use tax, the proceeds of which are deposited into the general fund to be used for any governmental or public purpose;

**WHEREAS**, at the May 26, 2026 council meeting, the City Council ordered the November 3, 2026 general municipal election and called for its consolidation with the Statewide General Election to be held the same day (City Resolution Nos. 6465 & 6466);

**WHEREAS**, in compliance with Government Code Sections 53723 and 53724, and Revenue and Taxation Code Section 7285.9, the City Council at its meeting of June 22, 2026, approved City Council Resolution No. 26-XXX which (i) called and gave notice of the submission to Carpinteria voters of a ballot measure (hereinafter, the "Measure") to be submitted to the qualified voters of the City adopting an ordinance that increases the City's existing transactions and use tax rate by an additional quarter percent (1/4%) such that the new transactions and use tax rate will be one and one-half percent (1-1/2%); (ii) requested the County to provide election administrative services at the municipal election, inclusive of the ballot measure; and (iii) set priorities for the submission of arguments and rebuttals and ordering the preparation of the City Attorney's Impartial Analysis;

**WHEREAS**, the ballot measure seeking approval of this Ordinance was given the letter designation Measure "\_\_\_" which presented the following question to Carpinteria voters:

<b>Carpinteria Public Safety, Roads, City Services Measure</b>	
<p>To help repair streets/potholes/sidewalks; better prepare for/respond to wildfires/floods, other emergencies/natural disasters; keep public areas/parks safe/clean; help maintain sheriff's service/response, property crime/theft prevention efforts; address homelessness; support youth/senior programs; other general government purposes; shall City of Carpinteria's measure be adopted levying a ¼¢ sales tax, providing approximately \$700,000 annually until ended by voters, requiring audits, spending disclosure, funds locally controlled?"</p>	<b>Yes</b>
	<b>No</b>

**WHEREAS**, this Ordinance was provisionally approved by the City Council by a first reading on June 22, 2026, subject to the requirement that the ballot measure authorizing the implementation of this Ordinance is approved by Carpinteria voters at the general municipal election held November 3, 2026;

**WHEREAS**, the ballot measure seeking approval of this Ordinance was approved by a simple majority of votes cast at said election by a final count of \_\_\_\_\_ "Yes" votes (or \_\_\_\_\_% "Yes") to \_\_\_\_\_ "No" votes (or \_\_\_\_\_% "No"); and

**WHEREAS**, at its meeting of \_\_\_\_\_, the City Council approved Resolution No. 26-\_\_\_\_\_ reciting the facts of the City's November 3, 2026 general municipal election, and declaring the results of the same.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARPINTERIA, ACTING WITH THE CONSENT OF THE VOTERS FOLLOWING THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION, HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.** The Recitals set forth above are true and correct and incorporated into this Ordinance.

**SECTION 2.** Chapter 3.19 (Carpinteria Public Safety, Roads, City Services Measure) is hereby added to Title 3 (Revenue and Finance) of the Carpinteria Municipal Code as follows:

**Chapter 3.19  
Local Transaction and Use Tax (2026)**

- 3.19.010 Title**
- 3.19.020 Operative Date**
- 3.19.030 Purpose**
- 3.19.040 Contract with State**

- 3.19.050 Transactions Tax Rate**
- 3.19.060 Place of Sale**
- 3.19.070 Use Tax Rate**
- 3.19.080 Adoption of Provisions of State Law**
- 3.19.090 Limitations on Adoption of State Law and Collection of Use Taxes**
- 3.19.100 Permit Not Required**
- 3.19.110 Exemptions and Exclusions**
- 3.19.120 Amendments to Revenue and Taxation Code.**
- 3.19.130 Enjoining Collection Forbidden**
- 3.19.140 Annual Audit**
- 3.19.150 Termination and Repeal**
- 3.19.160 Severability**

**3.19.010 Title.**

This Chapter shall be known as the Local Transactions and Use Tax Ordinance (2024). The City of Carpinteria hereinafter shall be called "City." This Chapter shall be applicable in the incorporated territory of the City.

**3.19.020 Operative Date.**

A. The transactions and use tax codified under this Ordinance was approved by Carpinteria voters at a municipal election held November 3, 2026, and pursuant to Revenue and Taxation Code Section 7265, became operative on the first day of the calendar quarter commencing more than 110 days after its adoption at an original rate of one-quarter percent (1/4%).

**3.19.030 Purpose.**

This Chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- A. To impose a transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1. 7 of Division 2.
- B. To adopt a transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.
- C. To adopt a transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing

statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

- D. To adopt a transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

### **3.19.040 Contract with State.**

Prior to the Operative Date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this Chapter; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the Operative Date, it shall nevertheless so contract and in such a case the Operative Date shall be the first day of the first calendar quarter following the execution of such a contract.

### **Section 3.19.050 Transactions Tax Rate.**

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one quarter percent (0.25%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the Operative Date of this Chapter. The tax imposed by this Section is additional to the tax imposed under Chapter 3.18 of this Code.

### **Section 3.19.060 Place of Sale.**

For the purposes of this Chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

### **Section 3.19.070 Use Tax Rate.**

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of one

quarter percent (0.25%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

**Section 3.19.080 Adoption of Provisions of State Law.**

Except as otherwise provided in this Chapter and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

**Section 3.19.090 Limitations on Adoption of State Law and Collection of Use Taxes.**

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

- A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:
1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;
  2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this ordinance;
  3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
    - a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code; or
    - b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the State under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.
- B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.
1. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this State or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this Chapter, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

**Section 3.19.100 Permit Not Required.**

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Chapter.

**Section 3.19.110 Exemptions and Exclusions.**

- A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.
- B. There are exempted from the computation of the amount of transactions tax the gross receipts from:
  1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.
  2. Sales of property to be used outside the City, which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his or her agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

- a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and,
    - b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.
  3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this Chapter.
  4. A lease of tangible personal property, which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the Operative Date of this Chapter.
  5. For the purposes of subparagraphs (B)(3) and (B)(4) of this Section, above, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
- C. There are exemptions from the use tax imposed by this Chapter, the storage, use or other consumption in this City of tangible personal property:
1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
  2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this Chapter.
  4. If the possession of or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the Operative Date of this Chapter.
  5. For the purposes of subparagraphs (C)(3) and (C)(4) of this Section, above, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
  6. Except as provided in subparagraph (C)(7), below, a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.
  7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.
- D. Any person subject to use tax under this Chapter may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

**Section 3.19.120 Amendments to Revenue and Taxation Code.**

All amendments subsequent to the Effective Date of this Chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Chapter, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Chapter.

**Section 3.19.130 Enjoining Collection Forbidden.**

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this Chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

**Section 3.19.140 Annual Audit.**

By no later than December 31 of each year, the City shall cause an independent auditor to complete an audit of the tax revenues collected under this Chapter. Such report shall review whether the tax revenues collected pursuant to this Chapter are collected, managed and expended in accordance with the requirements of this Chapter. The audit results may be combined with the audit of other City funds, so long as the proceeds are reported separately. The City Council shall discuss the results of such audit at a meeting of the City Council that is open to the public.

**Section 3.19.150 Termination and Repeal.**

The transactions and use tax described in this Chapter shall continue to be of an indefinite term unless and until repealed by Carpinteria voters.

**Section 3.19.060 Severability.**

If any provision of this Chapter or the application thereof to any person or circumstance is held invalid, the remainder of the Chapter and the application of such provision to other persons or circumstances shall not be affected thereby.

**SECTION 3. Effective Date.**

This Chapter relates to the levying and collecting of a City transactions and use tax and shall take effect immediately upon adoption by the City Council after it has first been approved by a simple majority of votes cast by Carpinteria voters at the November 3, 2026 election. Notwithstanding the Effective Date, this Chapter and the tax imposed by it will be operative as described in Section 3.19.020, above (“Operative Date”).

**SECTION 4. APPROPRIATIONS LIMIT.**

Pursuant to Article XIII B of the Constitution of the State of California and applicable laws, the appropriations limit for the City is hereby increased by the aggregate sum authorized to be levied by this tax for fiscal year 2026-27 and each year thereafter.

**SECTION 5. CEQA.**

This Chapter is exempt from review under the California Environmental Quality Act (Cal. Pub. Resources Code, § 2100 et seq.) ("CEQA") and the CEQA Guidelines (14 Cal. Code of Regs., § 15000 et seq.) because it establishes rules and procedures to implement government funding mechanisms; does not involve any commitment to a specific project that could result in a potentially significant physical impact on the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, the provisions of this Chapter do not constitute a "project" that requires environmental review (14 Cal. Code of Regs., § 15378(b)(4)-(5)).

**SECTION 6. Certification Of Adoption.** The City Clerk of the City of Carpinteria certifies that this transactions and use tax measure was approved by the People of the City of Carpinteria, California, voting on the 3rd day of November, 2026 by the following electoral results:

VOTES IN FAVOR: \_\_\_\_\_

VOTES AGAINST: \_\_\_\_\_

The foregoing Chapter was adopted by Declaration of the Vote for the November 3, 2026 election by the City Council of the City of Carpinteria on \_\_\_\_\_, 2026.

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

\_\_\_\_\_  
Natalia Alarcon, Mayor

**ATTEST**

\_\_\_\_\_  
Brian Barrett, MMC, CPMC  
City Clerk, Elections Official

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

### **ITEM FOR COUNCIL CONSIDERATION**

Downtown Carpinteria Parking Management Plan

### **STAFF RECOMMENDATION**

Approve the parking management strategies as recommended by the Public Facility Site Acquisition/Development Committee.

Sample Motion: I move to approve the parking management strategies as recommended by the Public Facility Site Acquisition/Development Committee.

### **BACKGROUND**

On November 22, 2021, the City Council accepted the Downtown Carpinteria Parking Study. The purpose of the Downtown Carpinteria Parking Study was to provide information sufficient for the City to:

1. Gain a better understanding of the existing downtown public parking demand in relation to available inventory;
2. Gain a better understanding of the potential future downtown public parking demand based on sample development project scenarios;
3. Gain a better understanding of management strategies, e.g., timed parking limits, that could improve the efficiency of public parking resources in the downtown;
4. Identify potential new public parking opportunities that could increase public parking inventory; and
5. Provide a foundation for the City's future consideration of capital projects, use regulation, and mitigation fee program updates.

Based on the findings of the Downtown Carpinteria Parking Study, the City developed the Downtown Carpinteria Parking Management Plan to identify strategies for improving parking management within the Downtown "T" area. The plan includes

recommendations related to parking regulations, transportation demand management, shared parking, wayfinding, enforcement, and opportunities to improve parking capacity. On May 23, 2022, the City Council authorized the City Manager to execute an agreement with Walker Consultants to develop the Downtown Carpinteria Parking Management Plan. In April 2023, the Public Facility Site Acquisition/Development Committee reviewed the draft plan and recommended delaying further consideration until completion of the 700 Linden Adaptive Reuse Project, now known as Linden Square, in order to reevaluate downtown parking conditions. Following the Committee's recommendation, work on the Downtown Carpinteria Parking Management Plan was suspended.

Linden Square was completed in May 2025. On July 14, 2025, the City Council authorized the City Manager to execute an amendment to the agreement with Walker Consultants to update the Draft Downtown Carpinteria Parking Management Plan and conduct additional parking utilization studies. As part of this effort, updated parking occupancy and parking length-of-stay data were collected in August 2025 through parking surveys conducted every 90 minutes between 11:00 a.m. and 8:00 p.m. on a Friday and Saturday.

On March 31, 2026, the Public Facility Site Acquisition/Development Committee reviewed the updated Draft Downtown Carpinteria Parking Management Plan and recommended a series of parking management strategies intended to improve parking availability, turnover, and utilization within the Downtown "T" area. The Traffic Safety Committee also reviewed the draft plan on April 15, 2026, and generally concurred with the Committee's recommendations.

The purpose of this agenda item is for the City Council to consider and approve the parking management strategies recommended by the Public Facility Site Acquisition/Development Committee. A copy of the presentation for this agenda item is provided as Attachment A. A copy of the final Downtown Carpinteria Parking Management Plan is provided as Attachment B.

## **DISCUSSION**

The Downtown Carpinteria Parking Management Plan focuses on improving parking availability and convenience within the Downtown "T" area by promoting turnover of parking spaces closest to businesses and visitor destinations while encouraging more efficient use of existing parking resources. The plan evaluates a range of parking management strategies organized into three categories:

- A. Parking and Curb Management – Strategies intended to improve utilization of existing parking resources through parking regulations, time limits, wayfinding improvements, and curb management measures.

- B. Transportation Mode Shift – Strategies intended to reduce parking demand by encouraging alternative modes of transportation, including walking, bicycling, and transit.
- C. Parking Capacity – Strategies intended to increase parking availability through parking lot improvements, parking reconfiguration, shared parking arrangements, and other opportunities to expand parking capacity.

On March 31, 2026, the Public Facility Site Acquisition/Development Committee (Council Members Al Clark and Wade Nomura) reviewed the updated Draft Downtown Carpinteria Parking Management Plan and provided input regarding the strategies identified therein. Following its review, the Committee recommended prioritizing the following parking management strategies:

**Recommended Parking Management Strategies**

<b>Strategy No.</b>	<b>Description</b>	<b>Rough Cost*</b>
A.2	Add time limits to parking spaces fronting businesses to promote access.	\$10,000-\$20,000
A.5	Add wayfinding signage directing people to public parking lots.	\$15,000-\$25,000
A.7	Allow for flexible EV parking spaces (replace 3-5 existing signs)	\$1,500-\$2,500
C.1	Redesign Parking Lot No. 1 (Ninth St.).	\$300,000-\$500,000
C.2	Convert existing parallel parking to angle parking.	\$50,000-\$100,000
C.3	Lease private parking lots for public use	\$20,000-\$40,000/year

\*Rough costs represent planning-level estimates for implementation and do not include ongoing maintenance, parking enforcement, environmental review, design, or construction management costs.

The Public Facility Site Acquisition/Development Committee determined that the recommended strategies represent practical opportunities to improve parking turnover, increase awareness of available parking resources, provide greater flexibility in the use of existing parking facilities, and expand parking capacity where feasible.

A copy of the final Downtown Carpinteria Parking Management Plan is provided as Attachment B.

The Public Facility Site Acquisition/Development Committee further advised staff to forward the recommended parking management strategies to the City Council for consideration.

On April 15, 2026, the Traffic Safety Committee also reviewed the Draft Downtown Carpinteria Parking Management Plan and received and filed the report. In general, the

Traffic Safety Committee concurred with the recommendations of the Public Facility Site Acquisition/Development Committee.

Approval of the recommended parking management strategies would establish City policy direction regarding future downtown parking management priorities. Approval would not authorize implementation of any specific strategy, appropriate funding, or establish an implementation schedule. Any future implementation efforts would be subject to available funding, staff resources, environmental review, and any additional City Council approvals that may be required.

### **POLICY CONSISTENCY**

The Downtown Carpinteria Parking Management Plan can be found consistent with the following goals, objectives, and policies in the General Plan and Local Land Use Coastal Plan:

#### Land Use Element

Policy LU-3i: Ensure the provision of adequate services and resources, including parking, public transit and recreational facilities, to serve proposed development.

#### Community Design Element (CD)

Policy CD-6b: Parking lots should be beside or behind the buildings, not in front. On-street customer parking for small neighborhood-serving shops, restaurants, offices and service businesses is encouraged. Such on-street parking should be managed as short-term convenience parking, and should not conflict with parking for coastal access or for nearby residences.

#### CD Downtown Core

CDS2A Implementation Policy 25: The City will prepare and implement new streetscape designs for Carpinteria Avenue that include address the following objectives:

- a. Narrow the roadway pavement to a three-lane configuration, including a central turn lane, where needed;
- b. Widen and enhance sidewalks in a manner similar to Linden Avenue to enable and encourage residents and visitors to walk to nearby destinations;
- c. Add regularly spaced street trees in wells at the curb, and street lights similar to those on Linden Avenue. The street trees may include tall species to strongly define the street from distant views, and smaller trees that define and shape the pedestrian ways along the edges; and
- d. Include as much on-street parking as possible, to promote retail and lively businesses along the street, and to encourage those arriving in the District by car to walk along the streets and into the front doors of the businesses.

CDS2A Implementation Policy 28: Curbside parking is encouraged to provide convenient parking for businesses and coastal access and to provide an additional buffer between pedestrians and traffic.

CDS2A Implementation Policy No. 29: On-street parking and public parking requirements for coastal access shall be considered in deciding the required amount of off-street parking. Parking lots are discouraged on street frontages and are strongly discouraged on corner lots.

#### Circulation Element

Policy C-3i: Develop and implement programs that improve the circulation and parking systems of the downtown area.

Policy C-3l: Provide sufficient parking and loading space in commercial and industrial areas to minimize interference with efficient traffic circulation.

Policy C-6c: Encourage development of available railroad rights-of-way for alternative transportation, bicycle, recreation, trail, parking related, and other appropriate uses.

Policy C-9h: Encourage MTD to promote use of Parking Lot 3 as a park and ride lot, and encourage Caltrans to establish and promote its parcel southwest of the Bailard/Highway 101 interchange for a park and ride lot.

### **FINANCIAL CONSIDERATIONS**

Approval of the recommended parking management strategies does not require additional appropriations and does not authorize implementation of any specific project.

There is currently no funding included in the Fiscal Year 2025/26–2026/27 Budget for implementation of the recommended strategies. As identified in the Downtown Carpinteria Parking Management Plan, implementation costs vary by strategy and may range from approximately \$1,500 to \$500,000, depending on the scope of the improvement.

Should the City Council approve the recommended strategies, staff will evaluate funding opportunities, implementation priorities, and potential phasing as part of future operating budget and Capital Improvement Program discussions. Any future funding requests or implementation actions would be presented to the City Council for consideration and approval.

## **LEGAL AND RISK MANAGEMENT CONSIDERATIONS**

There are no significant legal or risk management concerns associated with approval of the recommended parking management strategies.

Future implementation of individual strategies may require additional engineering analysis, environmental review, permitting, property agreements, or City Council approvals depending on the specific action proposed.

## **OPTIONS**

1. Approve the parking management strategies as recommended by the Public Facility Site Acquisition/Development Committee. (Staff recommendation)
2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate.

## **PRINCIPAL PARTIES EXPECTED AT MEETING**

Walker Parking Consultants

## **ATTACHMENTS**

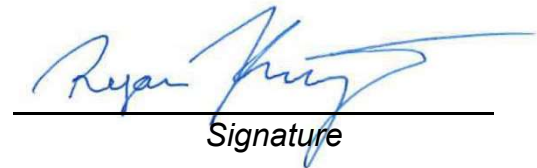
Attachment A: Presentation  
Attachment B: Downtown Carpinteria Parking Management Plan

Staff contact:  
John L. Ilasin, Public Works Director  
(805) 880-3402; [johni@carpinteriaca.gov](mailto:johni@carpinteriaca.gov)



Signature

Reviewed by:  
Ryan Kintz, Assistant City Manager  
(805) 755-4400; [ryank@carpinteriaca.gov](mailto:ryank@carpinteriaca.gov)



Signature

Reviewed by:  
Michael Ramirez, City Manager  
(805) 755-4450; [michealr@carpinteriaca.gov](mailto:michealr@carpinteriaca.gov)



Signature

**ATTACHMENT A**  
**Presentation**

# Carpinteria Downtown Parking Management Plan

*City Council Meeting  
6/22/2026*



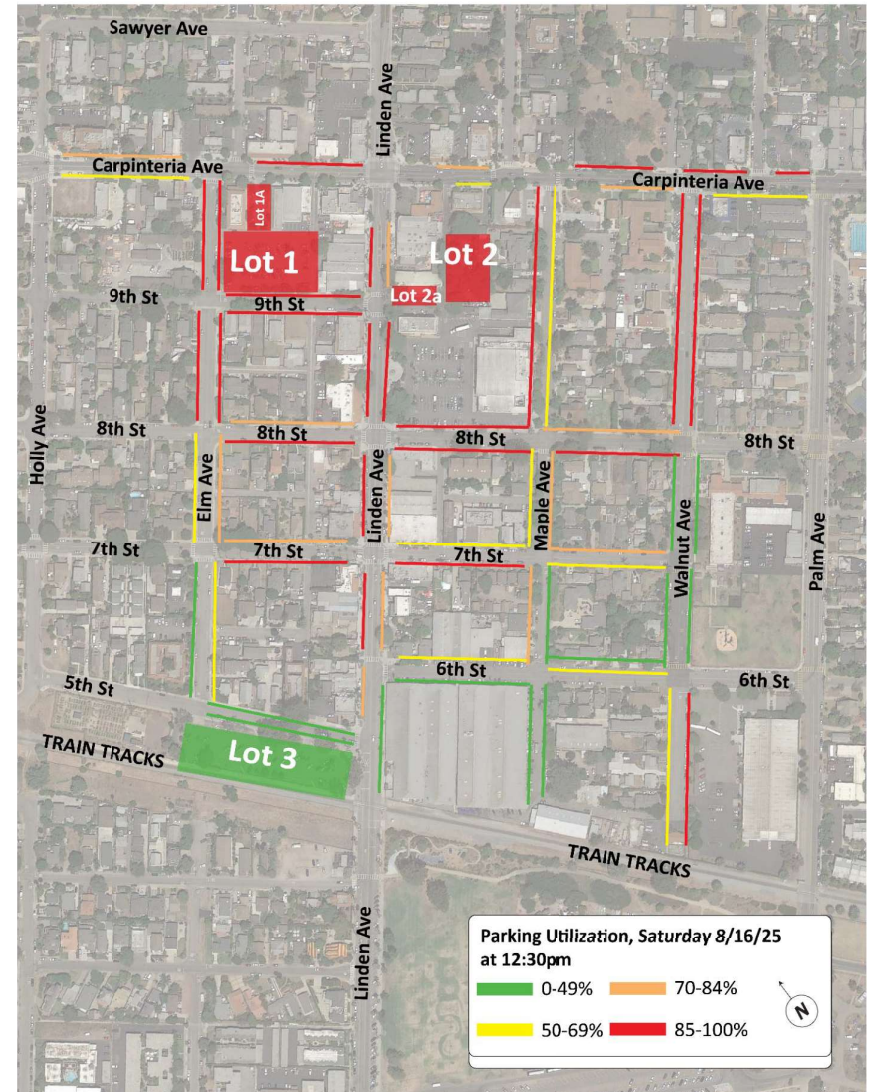
# Parking Management Plan Overview

- This report is a parking management plan (PMP), not a parking study.
- For this PMP, we collected data on a Friday and Saturday in the summer to understand typical parking patterns in Downtown.
- Demand will be higher or lower at other times of the year than what was observed on the two days.
- More important than parking demand is to understand the patterns of parking in the Downtown, including where and how long people are parking.
- The parking and TDM strategies presented here are a menu of options for consideration.

**Request from Council: Accept the PMP, including the menu of options provided, and prioritize the PMP items preferred by the Public Facility Site Acquisition/Development Committee**

# Parking Utilization in Downtown T

- Linden Ave is highly utilized, and pockets of high utilization on side streets
- Some areas of Downtown T are underutilized on Walnut, Elm, Maple, 6<sup>th</sup> Street, and Lot 3.
  - However, we know these spaces can sometimes fill during special events or particularly busy summer days.
- Future development will increase demand, underscoring the importance of managing parking.



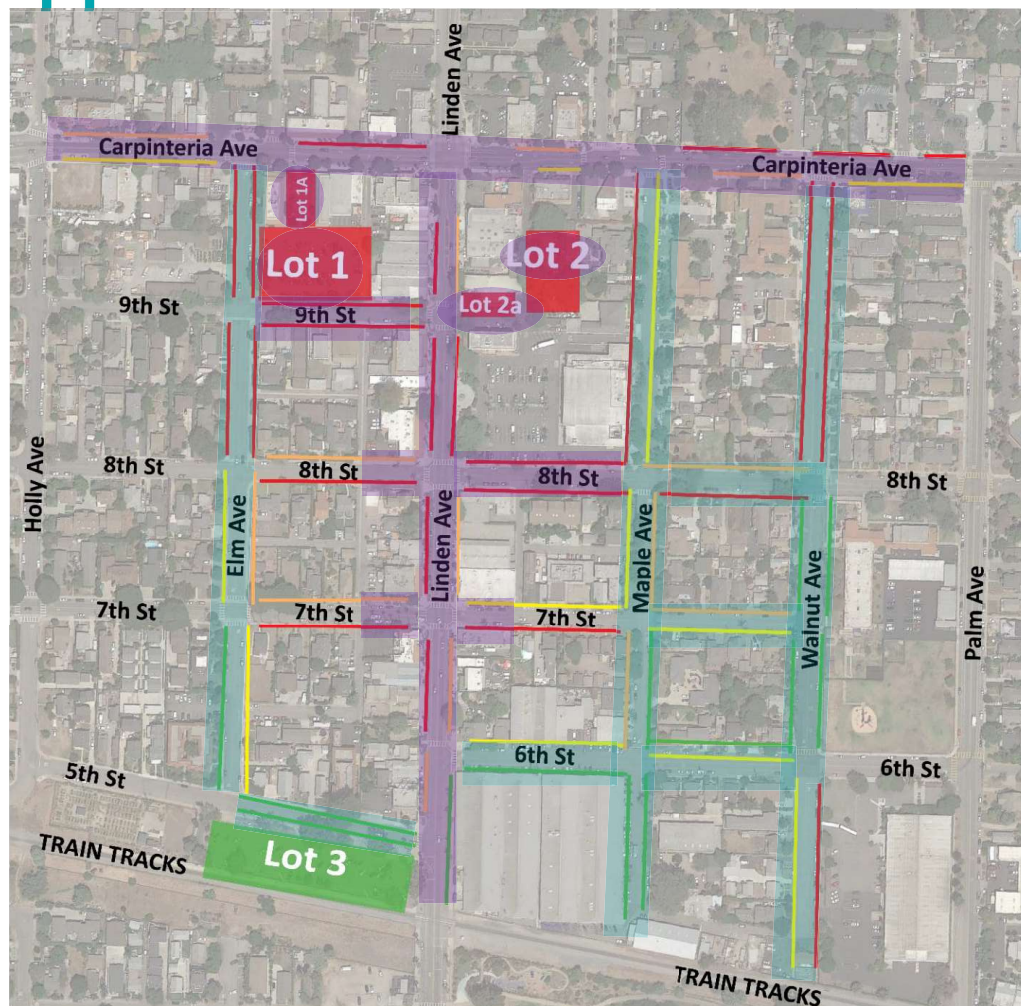
# Core commercial spaces are being used for long-term parking

- During the peak core commercial-fronting spaces, **35% (96 cars)** of cars stayed parked for longer than 3 hours.
- Spaces closest to businesses should be primarily for visitor/customer parking.



# Parking Management Approach

- The PMP focuses on increasing parking availability and convenience by promoting turnover of parking spaces closest to Downtown businesses to make it easier to park and shop Downtown.
- Goal is for the purple areas to have higher turnover as they are closest to businesses; however, many of these areas are over 85% utilized.



# A significant number of local trips

- 15% of Downtown employees live less than 1 mile away.
- 22% live less than 3 miles away.
- A significant number of bikes were observed parked in the Downtown T.

**Consider strategies to make it easier for people living close by to walk or bike downtown.**



# Summary of Parking and TDM Management Options

A. Parking and Curb Management	B. Mode Shift	C. Parking Capacity
A-1. Add staff devoted to parking management and enforcement	B-1. Employee bus passes	C-1. Parking Lot 1 redesign
A-2. Time restrictions in core areas	B-2. Mobility hub	C-2. Convert on street parallel parking to angled parking
A-3. Parking Permit Programs	B-3. Bicycle and pedestrian gap analysis	C-3. Lease private parking lots for public use
A-4. On-street paid parking pilot		
A-5. Wayfinding to public lots		
A-6. License plate recognition software		
A-7 Implement flexible EV Charging spaces		Highlighted item preferred by PFC

# A. Parking and Curb Management

## A-1 Add staff assigned to parking management and enforcement

- Currently, enforcement responsibilities are shared with code compliance.
- At least 1 additional FTE or contractor recommended.
- Help better enforce time restrictions in core areas.
- Parking enforcement can have an ambassadorial element as well:
  - Assist the public with parking rules
  - Provide safety tips
  - Provide directions to popular destinations
  - Monitor parking facilities

## Considerations

- Need staff oversight of FTE or contractor.
- Recruiting and retaining staff.
- Impact of additional FTE on City budget.
- Could consider seasonal staff augmentation.
- Could consider utilizing third-party enforcement.



Williamsburg, VA Parking Ambassador

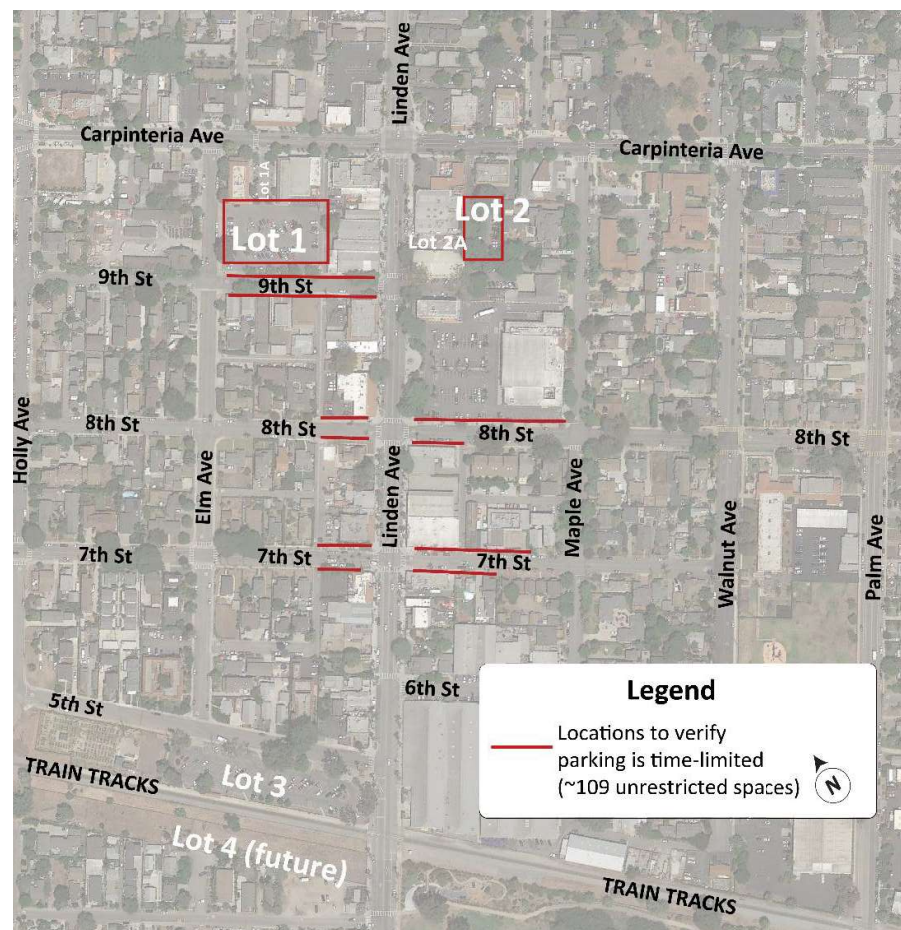
# A. Parking and Curb Management

## A-2 Apply time limits to unrestricted areas in the downtown core

- 109 unrestricted parking spaces in the core commercial-fronting area.
- These spaces should be for short-term parking.

### Considerations

- Needs consistent enforcement of the time limit to promote turnover, likely resulting in additional staffing needed.
- Potential for parking to spillover onto residential streets.
- Need options for long-term parking.



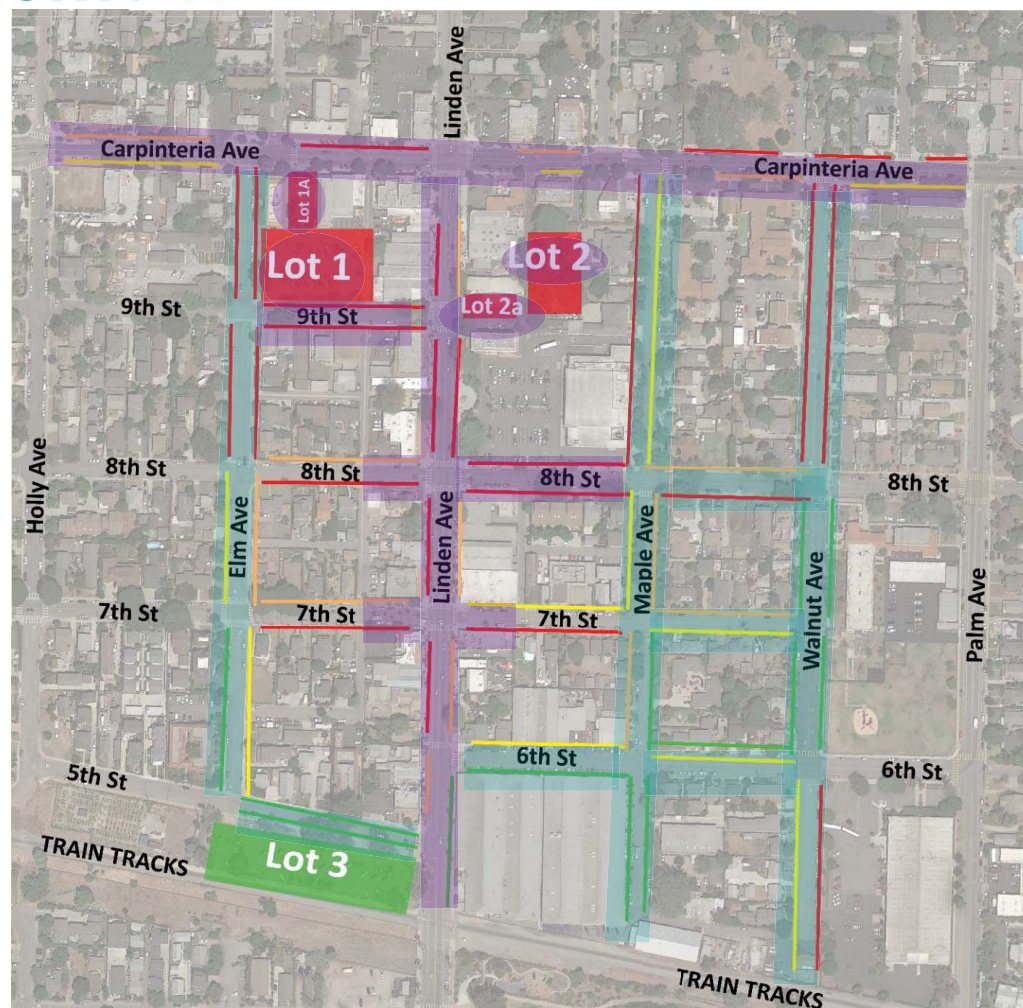
# A. Parking and Curb Management

## A-3 Permit parking

- With time-limited parking in the core; need to consider long-term parking (residents and employees).
  - Residential parking permits.
  - Employee/commuter parking permits.

## Considerations

- Requires Coastal Commission approval; must not restrict Coastal access.
- Requires program management and enforcement.



# A. Parking and Curb Management

## A-4 Implement paid parking pilot program

- If parking utilization is consistently above 85%, consider a paid parking pilot program.
- Goal to increase parking availability and increase access to businesses.
- Parking revenue should be reinvested in the Downtown T district.

### Considerations

- Time and cost to implement the program.
- Cost of the technology and infrastructure.
- Potential for spillover demand on adjacent streets.
- Could couple with a local resident shopping permit, allowing residents to park for a reduced rate.



# A. Parking and Curb Management

## A-5 Add wayfinding signage

- Signage directing drivers to public off-street parking.
- Enhance visitor experience and reduce congestion.

## Considerations

- Costs to design and install the signage
- Consistency with City branding



Carpinteria Avenue Lot 1/Lot 1a entrance.

## A-6 Enforce with license plate recognition technology

- More efficient enforcement.
- Larger coverage area.

## Considerations

- Upfront technology and ongoing software costs
- Data privacy concerns
- Staff training needed

# A. Parking and Curb Management

## A-7 Allow for flexible use of EV charging stations

Public Facility Site Acquisition/Development Committee asked about the public EV Spaces:

*Lot 1: 10 EV spaces – peak occupancy 3 cars*

*Lot 2: 2 EV spaces – peak occupancy 1 car*

- Allow all vehicles to utilize a portion of these spaces for short-term parking during the peak summer season (Memorial Day through Labor Day), while maintaining EV-only charging restrictions during the remainder of the year.

### Considerations

- Needs consistent signage and enforcement
- Keep some spaces as EV-only to promote access to charging stations.

# B. Mode Shift

## B-1 Provide transit passes for MTD bus and microtransit

- Provide employee transit passes to downtown employees.
- Encourage employees to take transit instead of driving downtown.

## B-2 Explore the feasibility of a mobility hub

- Provides access to multiple mobility options (i.e. transit, bikeshare)
- Can include amenities such as Secure bike storage, transportation information kiosks, public WiFi, EV Charging, gathering space.

### Considerations

- Costs to issue and administer the program.
- Could couple with paid parking to fund the program
- Need to combine with education on available transit options.

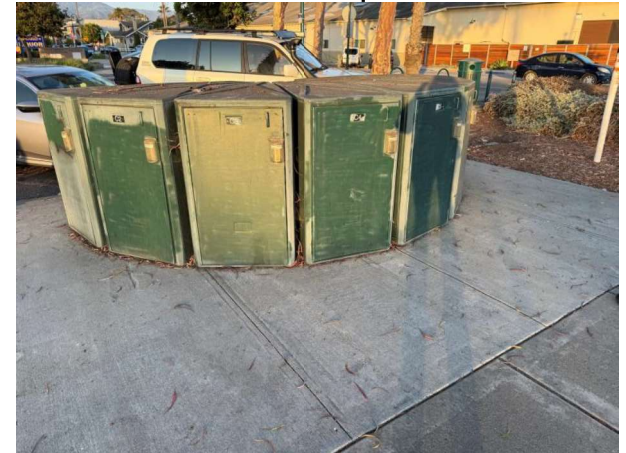
### Considerations

- Need to identify site, hub design, costs, and partnerships

MTD Bus Stop on Carpinteria Avenue



Bike Lockers at Carpinteria Station



## B. Mode Shift

### B-3 Identify gaps in the bicycle/pedestrian network

- While many people commute, there are still a significant number of local trips
- Identify ways to reduce barriers for employees and residents walking to downtown businesses (e.g. sidewalk gaps, bike lane gaps, bike parking, safe crossings)

### Considerations:

- Need to identify a funding source for the study and resulting capital project implementation.
  - State planning grant options are available.
- The Circulation Element Update is in progress.



# C. Parking Capacity

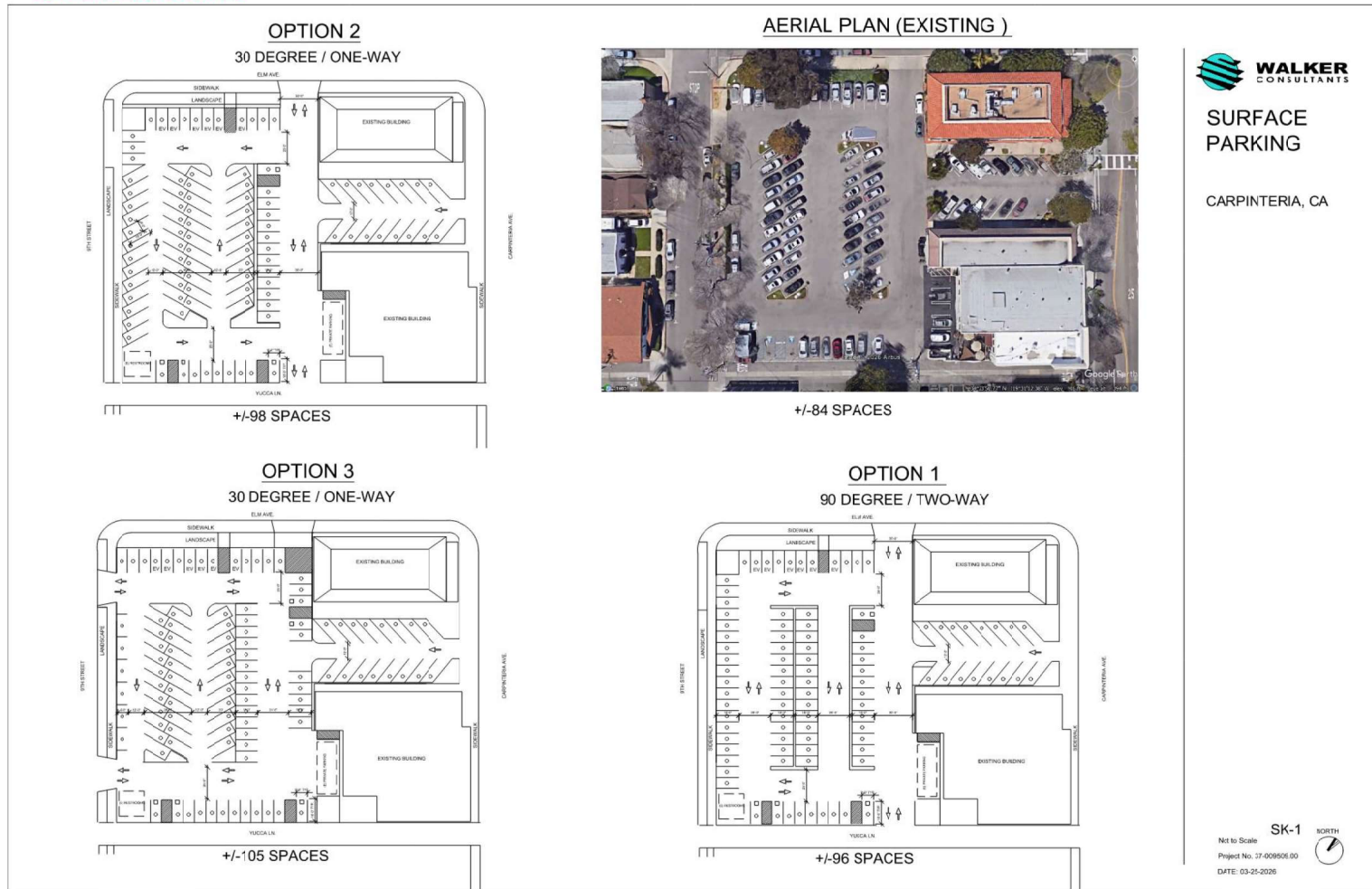
High Level Concepts for Lot 1/1a

## C-1: Review and Restripe Lot 1

- Walker’s conceptual designs show there is potential to increase capacity by roughly 15 spaces, depending on the configuration.

### Considerations:

- Need to identify a funding source.
- Conceptual only, final counts may vary.



**SURFACE PARKING**

CARPINTERIA, CA

SK-1 NORTH  
 Not to Scale  
 Project No. 17-009606.00  
 DATE: 03-25-2026

## C. Parking Capacity

### C-2 Explore leasing parking spaces from private owners for public use

- Increases capacity by maximizing the availability of existing supply.
- Could be done on a seasonal basis.

### C-3 Explore converting parallel spaces to angled spaces

- Identify locations that have sufficient right of way and street design to accommodate angled parking.
- Increases parking capacity.

### Considerations

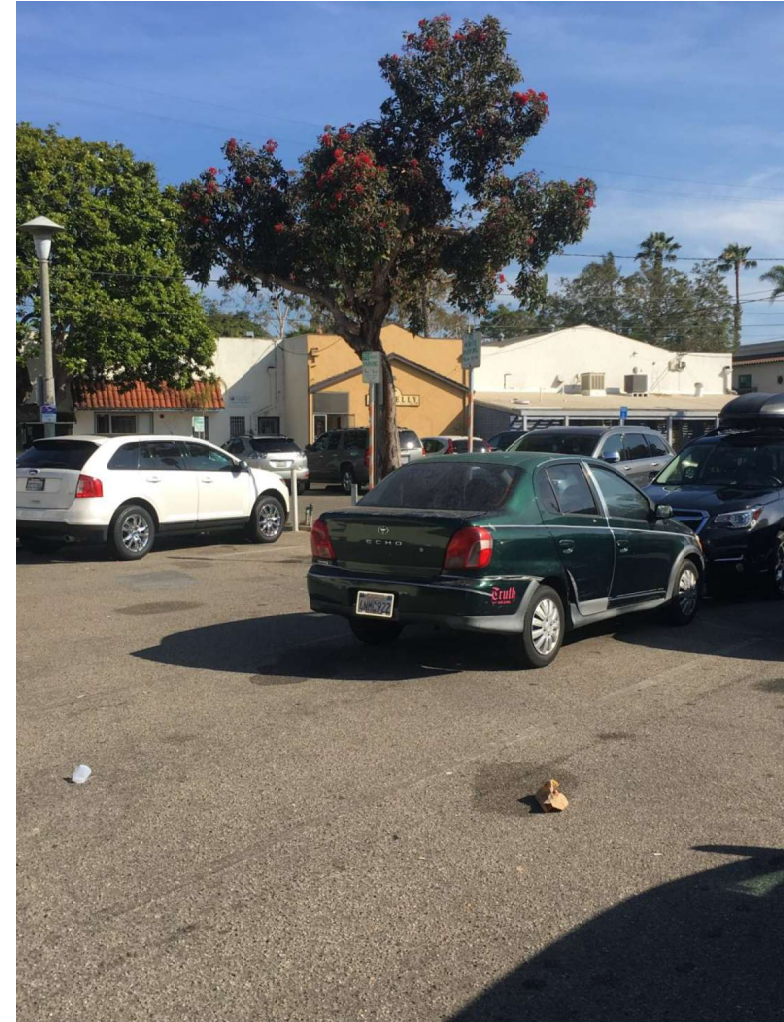
- Need willing private owners
- Parking lot insurance and liability.
- Need staff time to coordinate leases.

### Considerations

- Requires at least 42 feet of right-of-way for a two-way street with angled parking on one side.
- Safety considerations with vehicles backing out from an angled space - consider back-in angled parking.

# Parking Structure

- Not included in one of the options in the near future.
- Significant up-front and ongoing cost.
- Few grants and funding opportunities to build public parking.
- Would likely need to be a joint development with a private property owner.
- Should only be considered if all parking management recommendations, including paid parking and leasing parking, have been implemented, and there is still a parking issue.
- Parking management is more cost-effective than building a structure.



**ATTACHMENT B**

**Downtown Carpinteria Parking Management Plan**



City of Carpinteria

# Downtown Parking Management Plan

*June 2026*





3415 S. Sepulveda Blvd, Suite 650  
Los Angeles, CA 90034

June 22, 2026

John Ilasin  
Public Works Director  
City of Carpinteria  
5775 Carpinteria Ave  
Carpinteria, CA 93013

Re: *City of Carpinteria Parking Management Plan (updated 2026)*

Dear Mr. Ilasin:

Walker Consultants is pleased to submit for your review the updated 2026 Carpinteria Parking Management Plan report.

We appreciate the opportunity to serve you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

WALKER CONSULTANTS

A handwritten signature in black ink, appearing to read "Tania Schleck".

Tania Schleck  
Parking and Mobility Consultant

# Contents

	<b>4</b>
<b>Executive Summary</b>	<b>5</b>
<b>Data Analysis</b>	<b>5</b>
Parking Demand Summary	5
Parking Length of Stay Summary	7
Transportation Mode and Commute Distance Findings	7
Future Parking Demand	8
<b>Parking and Transportation Demand Management Options</b>	<b>8</b>
A. Parking and Curb Management	8
B. Transportation Mode Shift	9
C. Increase Parking Capacity	10
<b>Introduction</b>	<b>12</b>
<b>Parking Data Analysis</b>	<b>14</b>
<b>Study Area</b>	<b>14</b>
<b>Parking Demand</b>	<b>16</b>
Approach	16
Downtown T Parking Management Area	16
Full Downtown T Study Area	18
<b>Length of Stay</b>	<b>20</b>
<b>Transportation Mode Share Analysis</b>	<b>22</b>
<b>Work Commute Distance Analysis</b>	<b>22</b>
<b>City policies promoting alternative transportation</b>	<b>23</b>
<b>Parking and Transportation Demand Management Options</b>	<b>25</b>
<b>A. Parking and Curb Management</b>	<b>25</b>
A-1 Add staff dedicated to parking management and enforcement	25
A-2 Add time limits to currently unrestricted parking in core areas and review restrictions for consistency	27
A-3: Explore parking permit programs	29
A-4 To better manage parking, implement a paid parking pilot program in a select location	29
A-5 Add wayfinding signage directing people to public parking	30
A-6: Explore enforcing parking time limits with license plate recognition technology	31

A-7: Implement flexible EV Charging spaces	32
<b>B. Transportation Mode Shift</b>	<b>32</b>
B-1 Provide transit passes for the MTD transit services to employees	32
B-2 Explore the feasibility of establishing a mobility hub	33
B-3 Identify gaps in bicycle and pedestrian access downtown	34
<b>C. Increase Parking Capacity</b>	<b>35</b>
C-1: Explore redesigning Parking Lot 1	35
C-2: Explore leasing private parking for public use	35
C-3: Explore converting parallel parking to angled parking	35
<b>Building a parking structure</b>	<b>36</b>
Rough order of magnitude cost estimates	36
<i>Appendix</i>	<b>38</b>

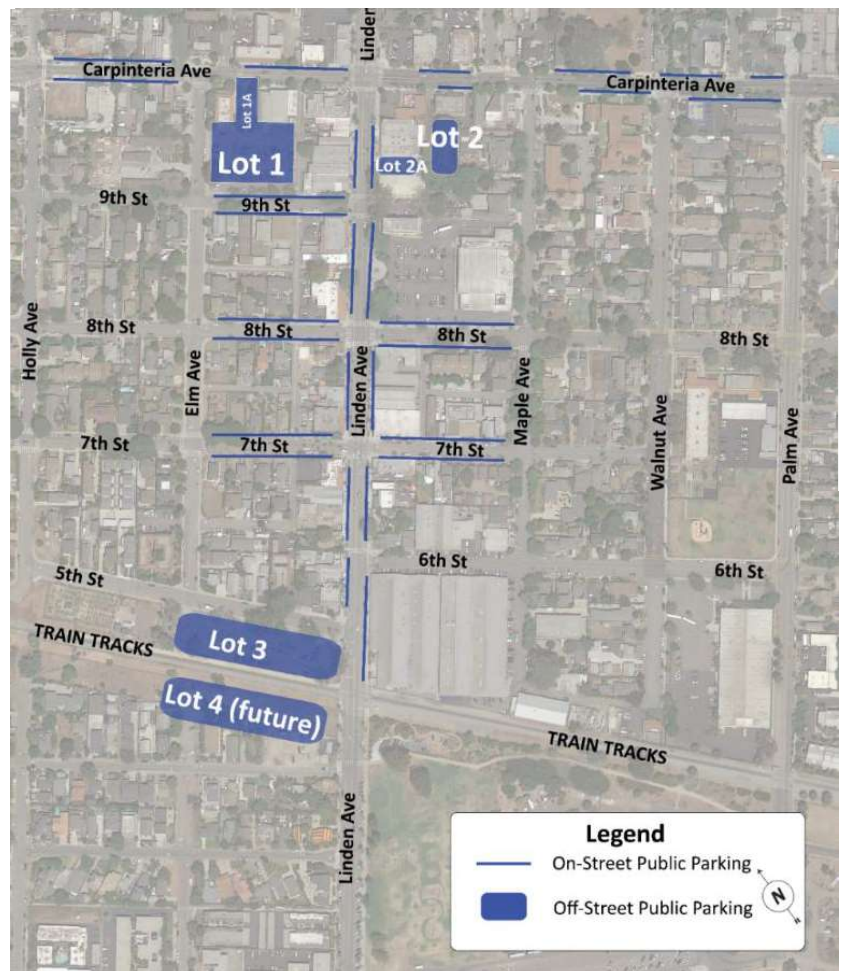
# Executive Summary

The City of Carpinteria engaged Walker Consultants (“Walker”) to conduct a parking management plan within the “Downtown T,” which includes Carpinteria Avenue and Linden Avenue, as well as parking within a few blocks east and west of Linden Avenue. The parking management plan builds upon the Downtown Carpinteria Parking Study, which Walker prepared and finalized on June 21, 2021, for the City of Carpinteria. The Downtown Parking Study provided an overview of existing parking conditions, an analysis of future parking demand, and options for improvements and future parking and transportation management strategies. The study concluded that downtown experiences an overall surplus of parking; however, the City needs to proactively plan to manage parking to meet the needs of downtown visitors, residents, employees, and business owners.

Walker prepared a draft parking management plan dated April 13, 2023. The plan was prepared prior to the opening of the Linden Square development (formerly 700 Linden), which is expected to have a significant impact on parking conditions in the Downtown T. Per the direction of the City’s Public Facilities and Site Acquisition Committee, the parking management should be finalized after the opening of Linden Square to assess current parking conditions. The City asked Walker to conduct additional parking observations in summer 2025, focusing on parking conditions once Linden Square was at least partially operational.

It is important to note that the parking data collected provides a general baseline to inform the parking management approach. Parking demand is likely to exceed that observed during special events, holidays, and other periods of particularly high demand.

**Figure ES1: Downtown T Parking Management Area**



Source: Walker Consultants.

## Data Analysis

### Parking Demand Summary

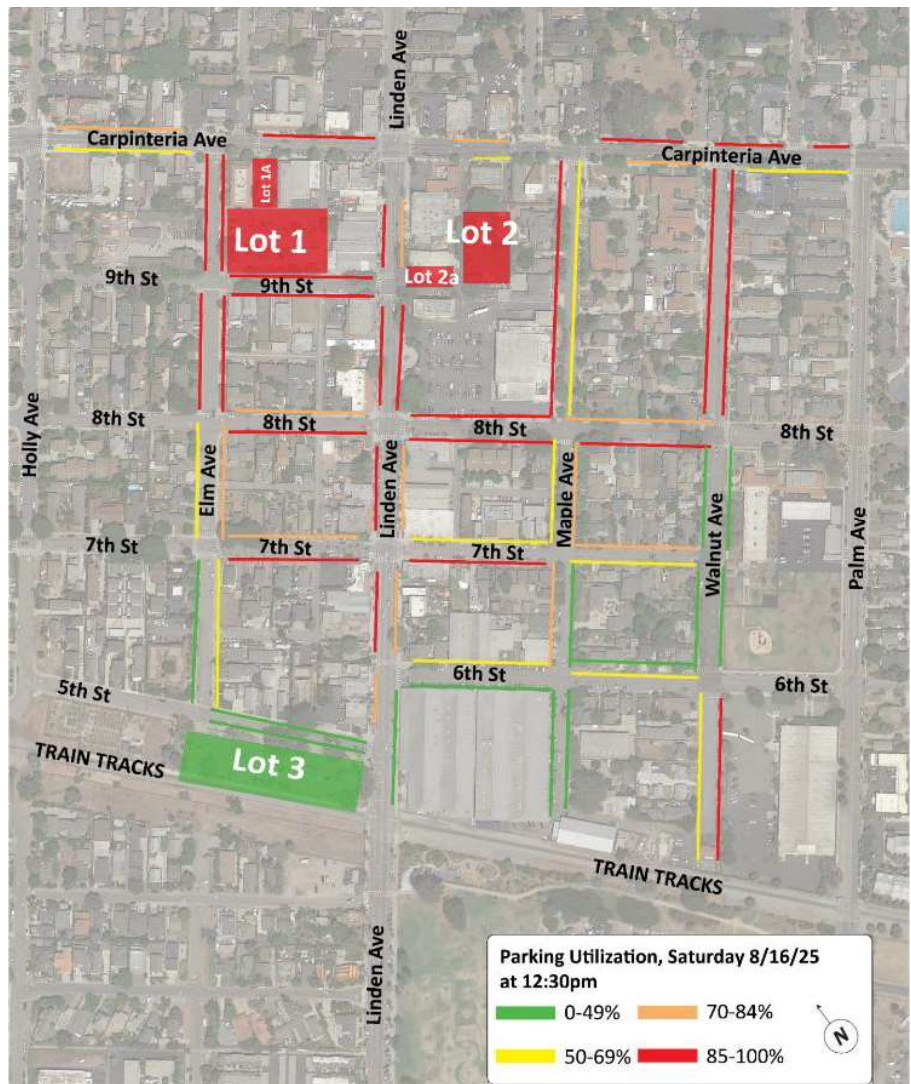
#### Downtown T Parking Management Area

- Walker evaluated parking demand in the core area of Downtown Carpinteria, consisting of Linden Avenue, Carpinteria Avenue, the downtown public lots, and approximately one block off Linden Avenue, in July 2022 and again in

August 2025. These core blocks, a sub-area of the overall Downtown T, are referred to as the “Downtown T Parking Management Area,” as shown in **Figure ES-1**.

- 503 on-street and off-street public parking spaces in the Downtown T Parking Management Area.
- Walker quantified parking conditions in the Downtown T parking management area every 90 minutes on Friday, August 15, 2025, and Saturday, August 16, 2025.<sup>1</sup>
- Walker also conducted parking counts in 2022 and found that parking utilization was 74% in 2022 and 75% in 2025. The 2022 data is included as an Appendix.
- In 2025, parking demand was just under 85% during the lunch and dinner hours.<sup>2</sup> In the parking management area, the peak observed across the two days occurred on Saturday, August 16, 2025, at 12:30 p.m., with 396 cars parked and 107 spaces remaining empty, resulting in a parking utilization rate of 79%.
- Certain lots and streets were almost full or full, especially on Linden Avenue, as well as Lots 1 and 2 (shown in red in **Figure ES-2**).

**Figure ES2: Downtown T Parking Utilization Map**



Source: Walker Consultants.

*Several Downtown T stations exceeded 85% occupancy, limiting access to the Downtown T.*

<sup>1</sup> During the 2025 counts, approximately half of the businesses in Linden Square were operational, including the brewery, restaurants, the interior patio, and several retail establishments. The office space on the second floor was vacant.

<sup>2</sup> An 85% utilization rate is the typical target for on-street parking spaces within most parking systems. Off-street parking facilities can have an acceptable parking occupancy rate of 90% or higher for private facilities where employees regularly park, although the 85% target for off-street parking simply represents a higher level of service to the driver (more regular availability is provided).

## Full Downtown T Study Area

- There is a total of 907 on-street and off-street public parking spaces in the full Downtown T sub-area.
- Walker collected data in the full Downtown T on Saturday, August 16, 2025. Peak demand in the full Downtown T occurred at 12:30 p.m., with 642 parked cars and 265 spaces remaining empty, resulting in a 71% utilization rate.

## Parking Length of Stay Summary

- Walker calculated the parking length of stay in the Downtown T parking management area by street/parking lot on Friday, August 15, 2025, every 90 minutes between 11:00 a.m. and 8:00 p.m.<sup>3</sup>
- During the peak parking demand (Friday at 12:30 p.m.), 35% (96 cars) of all vehicles parked in the Downtown T Parking Management area stayed parked for longer than three hours. This finding indicates that over one-third of the core commercial spaces are used for long-term parking, reducing access for downtown customers.

---

***Over 33% of core commercial-fronting parking spaces in the Downtown T were observed occupied by vehicles for more than 3 hours. Core spaces should be reserved for short-term parking to increase customer access to businesses.***

---

## Transportation Mode and Commute Distance Findings

- Walker analyzed proprietary, third-party Replica data to evaluate the current commute mode for trips that end in Carpinteria.<sup>4</sup>
  - The automobile is the predominant mode of travel downtown. However, walking also accounts for a significant number of trips (16%), suggesting that people living nearby walk to reach their destinations.
  - While over a third of work trips were very long (over 16 miles), 31% of work trips were less than one mile.

---

***The significant number of local trips suggests that strategies promoting walking and biking for employees can reduce parking demand by making it easier for employees living close by to commute by modes other than driving and parking.***

---

<sup>3</sup> For the on-street parking, length of day data was only collected for the spaces that front commercial uses

<sup>4</sup> Replica generates its data by running large scale, computationally-intensive simulations — a “replica” of transportation and economic patterns.

## Future Parking Demand

Parking demand in the Downtown T is projected to increase from the following key parking demand generators:

- Walker captured Linden Square parking demand in the August 2025 parking counts. However, the development was only approximately 50% leased during the observation period, so parking demand is projected to increase.
- The Surfliner Inn is a proposed hotel development on Parking Lot 3 and the construction of a new parking lot (Lot 4).
- There are other parking demand generators expected in the future, including a renovated Palms Restaurant and other potential retail and restaurant establishments in the Downtown T.

Walker notes these future demand generators to underscore the importance of proactive parking and transportation demand management to accommodate economic development in the Downtown T.

---

*High parking demand in Downtown T and projected future increases in parking demand demonstrate a need for the City to proactively implement parking and transportation demand management measures.*

---

## Parking and Transportation Demand Management Options

The parking and transportation demand management options included in this report are organized into three categories:

- A. Parking and curb management: Managing existing parking spaces so the public parking spaces in the heart of downtown have adequate turnover to serve visitors and customers, thereby promoting the economic health of the district and balancing the utilization of high- and lower-demand parking locations.
- B. Transportation mode shift: Reduce parking demand by facilitating alternative modes of transportation such as walking and bicycling.
- C. Parking capacity: Exploring opportunities for additional parking capacity without the need to build additional parking. Increasing parking enforcement to ensure posted time limits are adhered to, and parking spaces remain available throughout downtown.

### A. Parking and Curb Management

**A-1 Add dedicated parking staff to better manage parking in the Downtown T:** Add staff who specifically focus on parking issues. Parking staff can be either new full-time equivalent (FTE) hires or contracted through a third party. This will enable the City to enhance parking enforcement in time-restricted spaces and adopt an ambassador

approach to enforcement, particularly during the busiest times of day, week, and year. Dedicated staff can also monitor parking utilization and recommend policy updates. Whether self-enforcing or using a third party, a challenge can be recruiting and retaining staff.

**A-2 Apply time limits to parking spaces fronting businesses to promote access:** The City should consider adding time limits on Linden Avenue, Carpinteria Avenue, and commercial-fronting spaces on the side streets, as well as off-street spaces in Lot 1 and Lot 2. There are 335 parking spaces, 109 of which are currently unrestricted. It is considered best practice to promote turnover in spaces closest to businesses, thereby enhancing visitor access and downtown economic development. Walker recommends that on-street spaces have a 90-minute time limit, consistent with Linden Avenue and Carpinteria Avenue, and that Lot 1 and 2 spaces have a 2-hour time limit, consistent with a portion of Lot 1. Ensure that current restrictions are clearly and consistently communicated through signage and pavement markings. The City could consider offering downtown employees parking permits to exceed the time limit.

**A-3 Explore parking permits.** With more time-limited parking in the core downtown area, demand is likely to increase on adjacent residential streets. The City should explore implementing a parking permit program to manage parking demand in these areas. A new parking permit program would require approval from the California Coastal Commission, a process that can be time-consuming. Walker recommends that the City begin outreach to the Coastal Commission in the short term, with the expectation that the program would not be implemented for several years, if approved.

**A-4 Implement a paid parking pilot.** To better manage parking and distribute parking demand in the Downtown T, implement a paid parking pilot program in a designated location(s) within downtown where high parking demand warrants the measure. Paid parking should not be implemented primarily as a revenue-generating tool. Revenue earned should be reinvested back into the Downtown T.

**A-5 Add wayfinding signage directing people to public parking lots:** While Carpinteria does have some signage directing people to Lots 1 and 2, Walker observed that wayfinding to these lots could be improved. Static directional signage is a relatively low-cost way to enhance the visitor experience and reduce congestion. The City could also consider dynamic wayfinding signs with real-time parking availability information.

**A-6 Explore license plate recognition technology (LPR).** Explore the potential to enforce parking with license plate recognition (LPR) technology. LPR streamlines enforcement, enabling the City to enforce time limits more efficiently.

**A-7 Implement flexible EV charging spaces.** To maximize existing parking capacity, allow for a portion of public EV charging spaces to be available for non-EVs during the peak summer months.

## B. Transportation Mode Shift

**B-1 Provide transit passes for the Santa Barbara MTD transit services to employees.** MTD has implemented service augmentations in Carpinteria. Offering transit passes to downtown employees encourages employees to take transit rather than drive and park, reducing overall parking demand.

**B-2 Explore the feasibility of establishing a mobility hub.** Mobility hubs are locations that integrate various transportation options, making it easier to transition from one mode of travel (e.g., walking or driving) to another (e.g., taking transit or renting a bike). For example, a mobility hub could include amenities such as wayfinding signage, short-term and long-term bicycle parking, vehicle parking, shelters, and bike-sharing facilities. The goal of

a mobility hub would be to make it easier for people to bike, walk, and take transit in Carpinteria rather than drive and park downtown.

**B-3 Identify gaps in bicycle and pedestrian access downtown.** The Santa Barbara County region has made significant investments in bicycle and pedestrian infrastructure and connectivity. Walker recommends that the City review gaps in sidewalks and bicycle infrastructure connecting nearby residents/employees who wish to walk or bike downtown; thereby, reducing parking demand.

## C. Increase Parking Capacity

**C-1 Explore Redesigning Parking Lot 1:** Walker prepared high-level concepts for Parking Lot 1 to evaluate potential parking yields from alternative striping configurations. There are 69 parking spaces in Lot 1 and 15 in Lot 1a, for a total of 84 spaces between the two lots. Walker's conceptual designs show there is potential to increase capacity to roughly 100 spaces, depending on the configuration. Walker based these concepts on a review of publicly available aerial imagery and a general review of local code requirements. Actual parking space counts may differ from the counts shown.

**C-2 Explore leasing private spaces for public use.** The City should consider contacting property owners to assess the feasibility of leasing private spaces for public use, thereby increasing parking capacity in Downtown T. It is recommended that these spaces primarily be used for employee parking.

**C-3 Explore the feasibility of converting on-street parallel parking to angled parking.** Typically, more angled parking spaces can be accommodated per block than parallel parking spaces. However, angled parking spaces can only be implemented if the road has a minimum right-of-way width. The City would need to conduct an analysis to identify where converting parking configurations would be feasible.



# Introduction

## Introduction

Sufficient capacity for a parking system anywhere, but particularly in a commercial district, depends not only on the number of spaces but also on the policies with which the spaces are managed. Every parking location will always have both high-demand and underutilized spaces. If not managed effectively, the in-demand spaces will experience shortages, creating frustration, and the very real assets, which are underutilized spaces, will sit wastefully empty. This is typically true even when a new parking lot or parking structure is constructed. Parking management must come first. An effective parking management plan is also a transportation plan, which leverages options beyond parking for those who can take advantage of them. These options tend to be less expensive than providing additional parking and typically support broader goals for walkable and bikeable communities, as well as reduced emissions.

The City of Carpinteria engaged Walker Consultants (“Walker”) to conduct a parking management plan within the “Downtown T,” which includes Carpinteria Avenue and Linden Avenue, as well as parking within a few blocks east and west of Linden Avenue. The parking management plan builds upon the Downtown Carpinteria Parking Study, prepared by Walker and finalized on June 21, 2021, for the City of Carpinteria. The study concluded that downtown experiences an overall surplus of parking spaces (68% utilization and 282+ surplus spaces), even during typically busy summer conditions. Still, the City needs to proactively plan to manage parking downtown to meet the needs of existing and future land uses, including those of downtown visitors, residents, employees, and business owners.

With future development planned downtown, there will be additional demand on the City’s public parking system. During peak parking demand (mainly during the summer), certain parts of the Downtown T experience very high parking utilization (over 85%), making parking difficult or impossible to find in some areas. Parking management helps redistribute parking demand and maximize the capacity of the existing parking system, making it more efficient. It is important to note that many parking management strategies require up-front and ongoing staff time to administer.

Finally, we recognize that through State legislation and plans adopted by the City of Carpinteria, including the Circulation Element of its General Plan, the City has sought to encourage multimodal access that minimizes environmental impacts. In addition to managing parking supply, we sought to identify ways to reduce parking demand by promoting modes of transportation other than driving and parking.

Walker prepared a draft parking management plan dated April 13, 2023. The plan was prepared before the opening of the Linden Square development (formerly 700 Linden), which is expected to have a significant impact on parking conditions in the Downtown T. Per the direction of the City’s Public Facilities and Site Acquisition Committee, the parking management should be finalized after the opening of Linden Square. The City asked Walker to conduct parking observations in summer 2025, once Linden Square was at least partially operational. This report is an updated parking management plan that incorporates findings from the 2025 data collection.



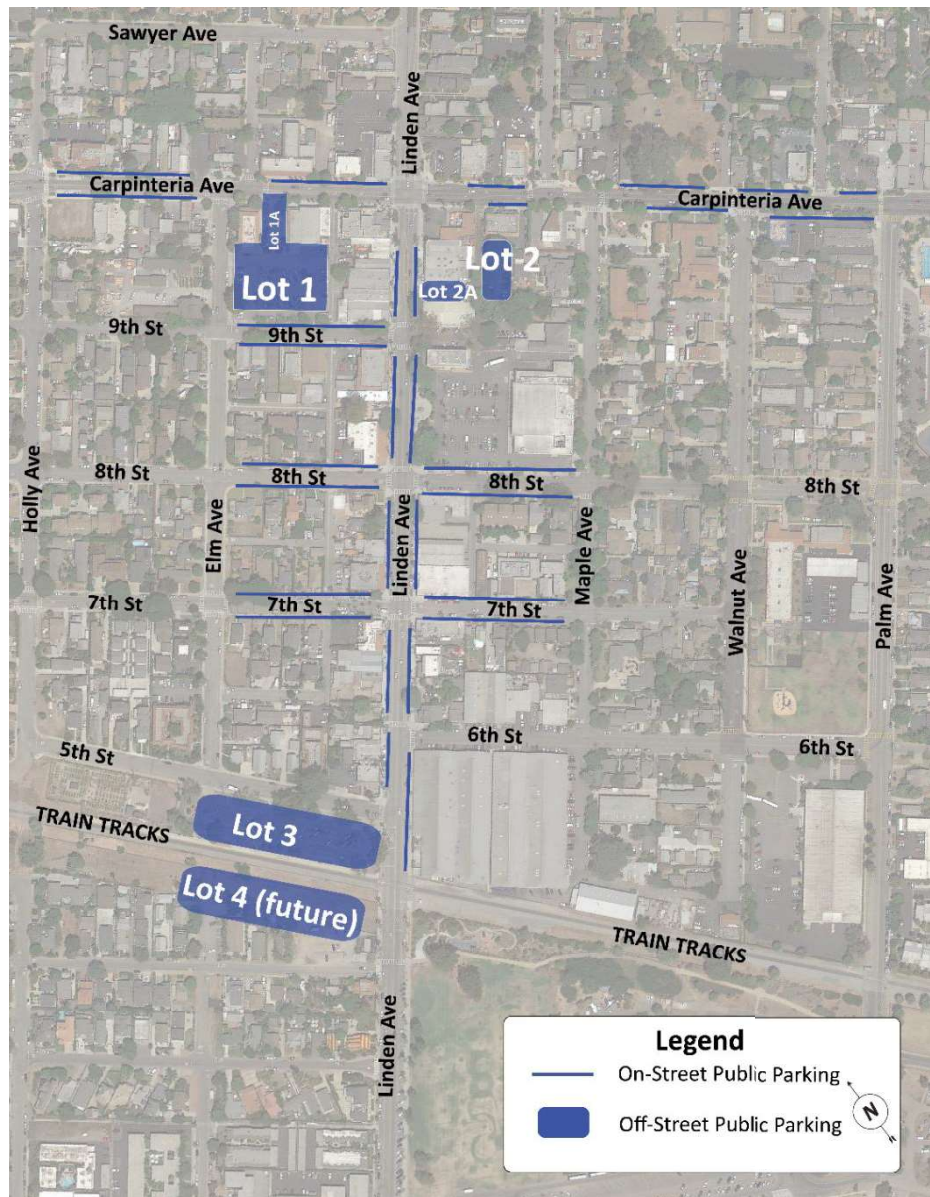
# Data Analysis

# Parking Data Analysis

## Study Area

Walker quantified parking demand in a portion of the Downtown T study area (**Figure 1**), as part of an effort to quantify parking data for this parking management plan. This study area was selected for analysis because it has the highest concentration of commercial uses and is the area Walker would recommend focusing parking management regulations on (this study area is referred to in this report as the “Downtown T parking management area”). The Downtown T Parking Management area has 503 total on-street and off-street parking spaces.

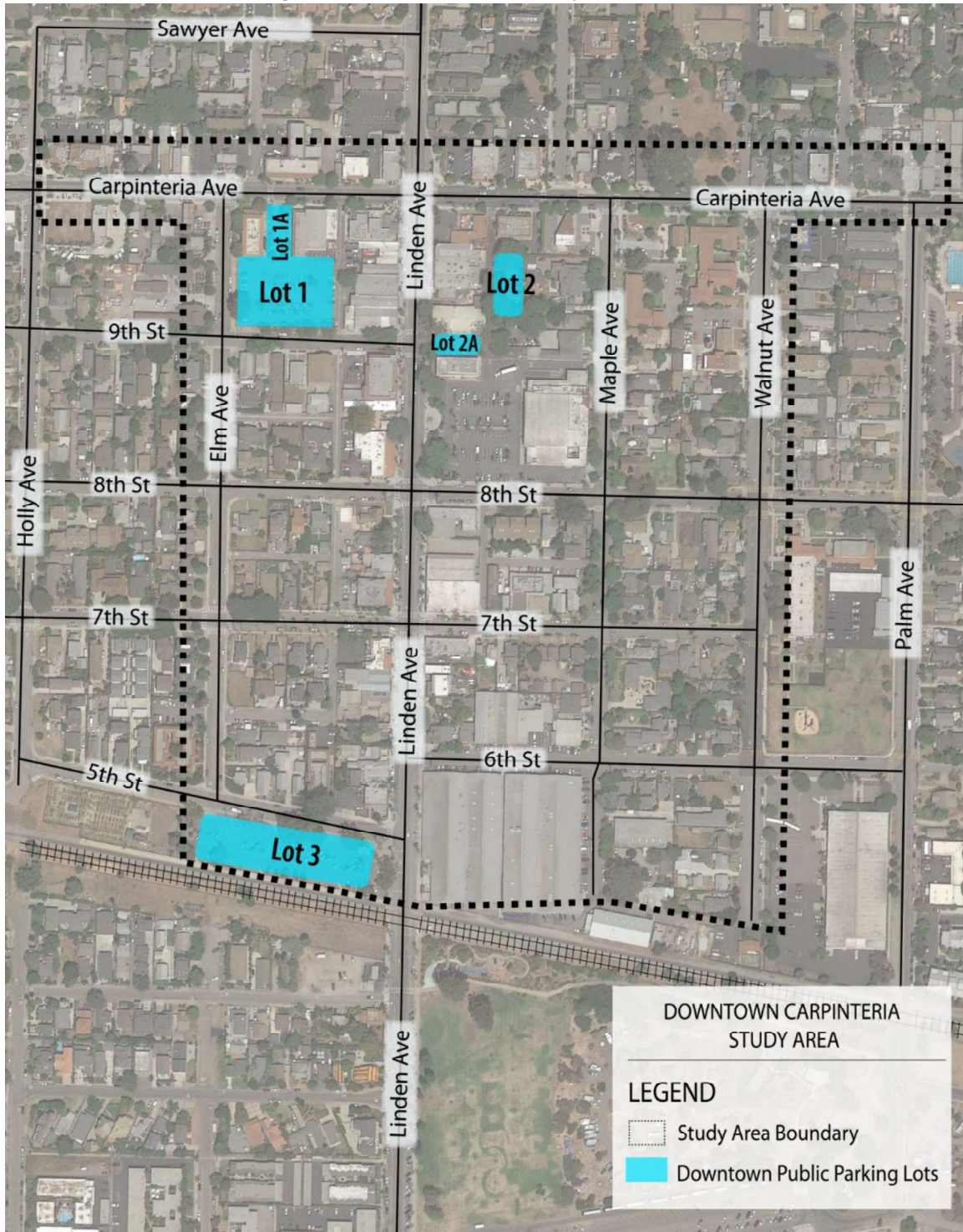
**Figure 1: Downtown T Parking Management Area**



Source: Walker Consultants.

Dating back to studies prepared as early as 2001, the full Downtown T study area is larger, encompassing the blocks between Elm Avenue and Linden Avenue, as well as Maple Avenue and Walnut Avenue. **Figure 2** shows the full downtown study area. There are a total of 907 on-street and off-street spaces in the full Downtown T study area.

**Figure 2: Full Downtown T Study Area**



Source: Walker Consultants.

# Parking Demand

## Approach

Walker quantified parking conditions in the Downtown T every 90 minutes on Friday, August 15, 2025, and Saturday, August 16, 2025, between 11:00 a.m. and 8:00 p.m. Additionally, Walker surveyed the Downtown T parking management sub-area in 2022, prior to the operational start of the Linden Square development project. The complete 2025 and 2022 parking occupancy data are included in the Appendix.

The dates selected for the 2025 data collection (August 15 and 16, 2025) were intended to represent typically busy summer months in the City. It is likely that these days did not capture the absolute peak. Collecting parking data on one representative weekday and one representative weekend day during the typical busy summer season follows established industry practice for “design day” analysis—i.e., measuring peak conditions that routinely recur and are used to size and manage the system for everyday operations. The ITE *Parking Generation Manual* (6th ed.) is built around peak parking demand counts by land use for weekday and weekend periods, and the ULI/NPA/ICSC *Shared Parking* (3rd ed.) methodology formalizes the use of design day/design hour to account for time of day and seasonal variation without overemphasizing outlier days.<sup>5</sup>

Understandably, the absolute peak times are a focus and concern of the public. For non-typical surges (e.g., major special events), specific parking and transportation demand management measures should be implemented to address these situations. For example, the Avocado Festival provides a shuttle service from Carpinteria High School to the event entrance, making accessibility easier. Some businesses open up their parking to event-goers for a fee.

---

*The options included in this PMP are designed to reduce and/or better manage parking demand to increase access to the Downtown T.*

---

## Downtown T Parking Management Area

**Table 1** and **Table 2** present the parking occupancy (number of parked vehicles), available parking spaces, and the percentage of occupied parking spaces (parking utilization) during each count.

**Table 1: Downtown T Parking Management Area Parking Occupancy – Friday, August 15, 2025**

Count Start Time	Parked Cars	Empty Spaces	Parking Utilization
11:00 a.m.	340	163	68%
12:30 p.m.	375	128	75%
2:00 p.m.	324	179	64%
3:30 p.m.	303	200	60%
5:00 p.m.	301	202	60%
6:30 p.m.	355	148	71%

<sup>5</sup> Sources: ITE, *Parking Generation Manual*, 6th ed.<sup>1</sup>; ULI/NPA/ICSC, *Shared Parking*, 3rd ed.

**Table 2: Downtown T Parking Management Area Parking Occupancy – Saturday, August 16, 2025**

Count Start Time	Parked Cars	Empty Spaces	Parking Utilization
11:00 a.m.	337	166	67%
12:30 p.m.	396	107	79%
2:00 p.m.	374	129	74%
3:30 p.m.	332	171	66%
5:00 p.m.	328	175	65%
6:30 p.m.	395	108	79%

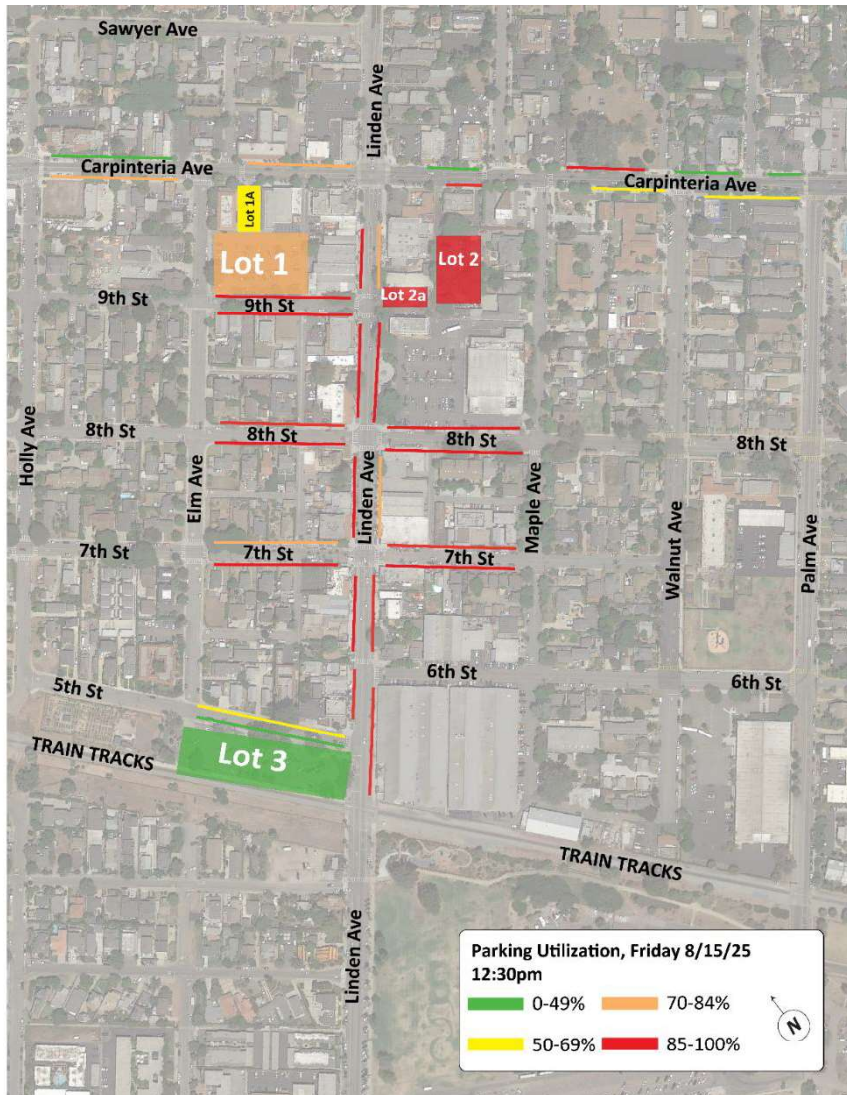
Table 3 presents a comparison of parking occupancy between 2022 and 2025. As shown in the table, observed parking utilization was very similar (74% in 2022 versus 75% in 2025).

**Table 3: Peak Parking Occupancy Comparison – Downtown T Parking Management Area**

	2022	2025
Number of Parked Cars	355	375
Empty Parking Spaces	126	128
Percent of Spaces Occupied	74%	75%

Figure 3 shows parking utilization throughout the study area during the Friday period of peak parking demand (12:30 p.m.). As shown in the map, the downtown core on Linden Avenue, the side streets, and downtown lots were highly utilized.

Figure 3: Downtown T Parking Management Area Parking Utilization – Friday, August 15, 2025, 12:30 p.m.



Source: Walker Consultants

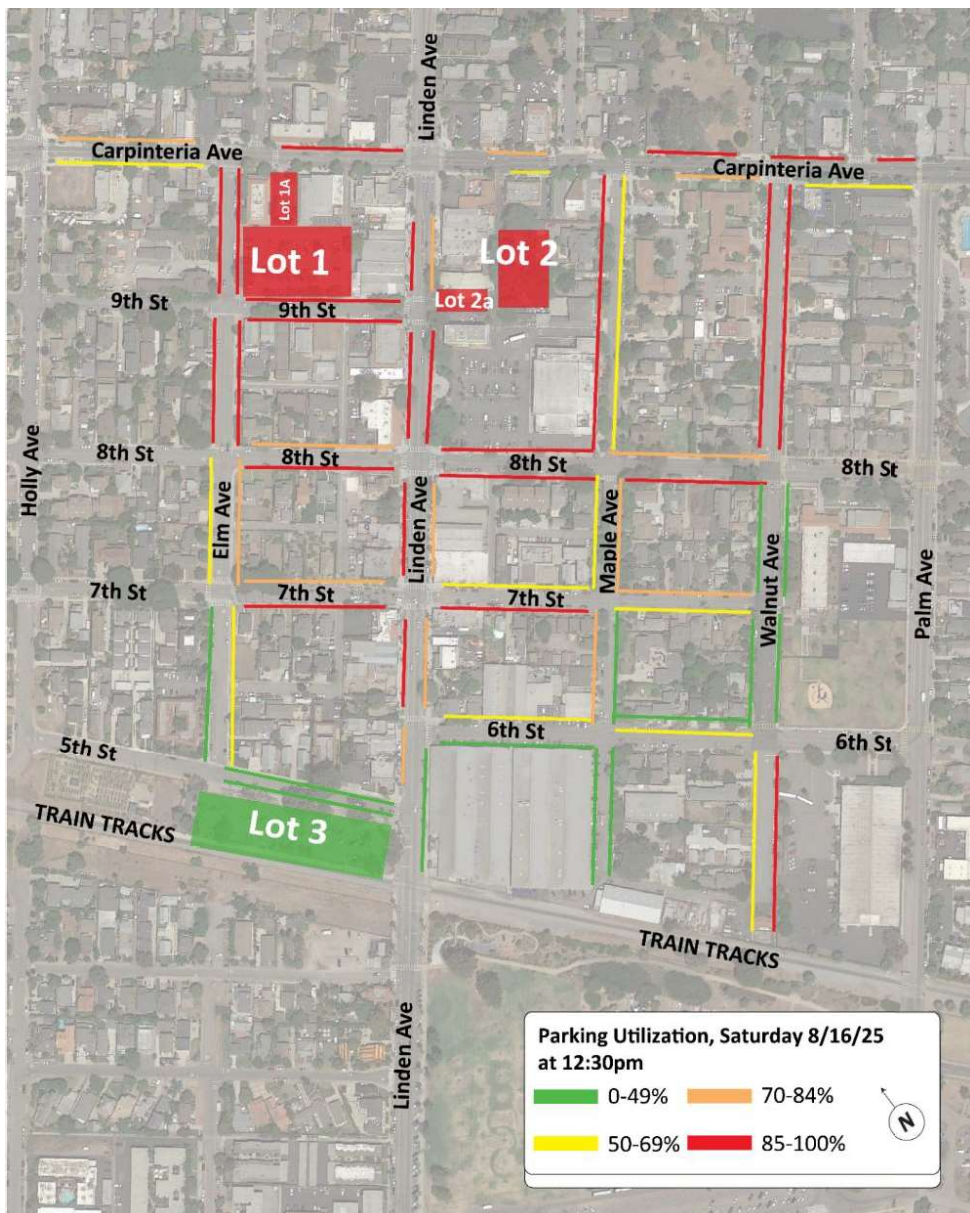
## Full Downtown T Study Area

Since the last counts for the full Downtown T study area were conducted in 2019, Walker collected updated data on Saturday, August 16, 2025. **Table 4** presents the parking occupancy (number of parked vehicles), the number of available parking spaces, and the percentage of occupied parking spaces (parking utilization) during each count. **Figure 4** shows a map of the parking utilization in the Downtown T. The parking facilities closest to Linden Avenue tended to have the highest utilization, while those with block faces further out had more availability.

Table 4: Downtown T Full Study Area Parking Occupancy – Saturday, August 16, 2025

Count Start Time	Parked Cars	Empty Spaces	Parking Utilization
11:00 a.m.	531	376	59%
12:30 p.m.	642	265	71%
2:00 p.m.	633	274	70%
3:30 p.m.	555	352	61%
5:00 p.m.	527	380	58%
6:30 p.m.	639	268	70%

Figure 4: Full Downtown T Study Area Parking Utilization – Saturday, August 16, 2025, 12:30 p.m.

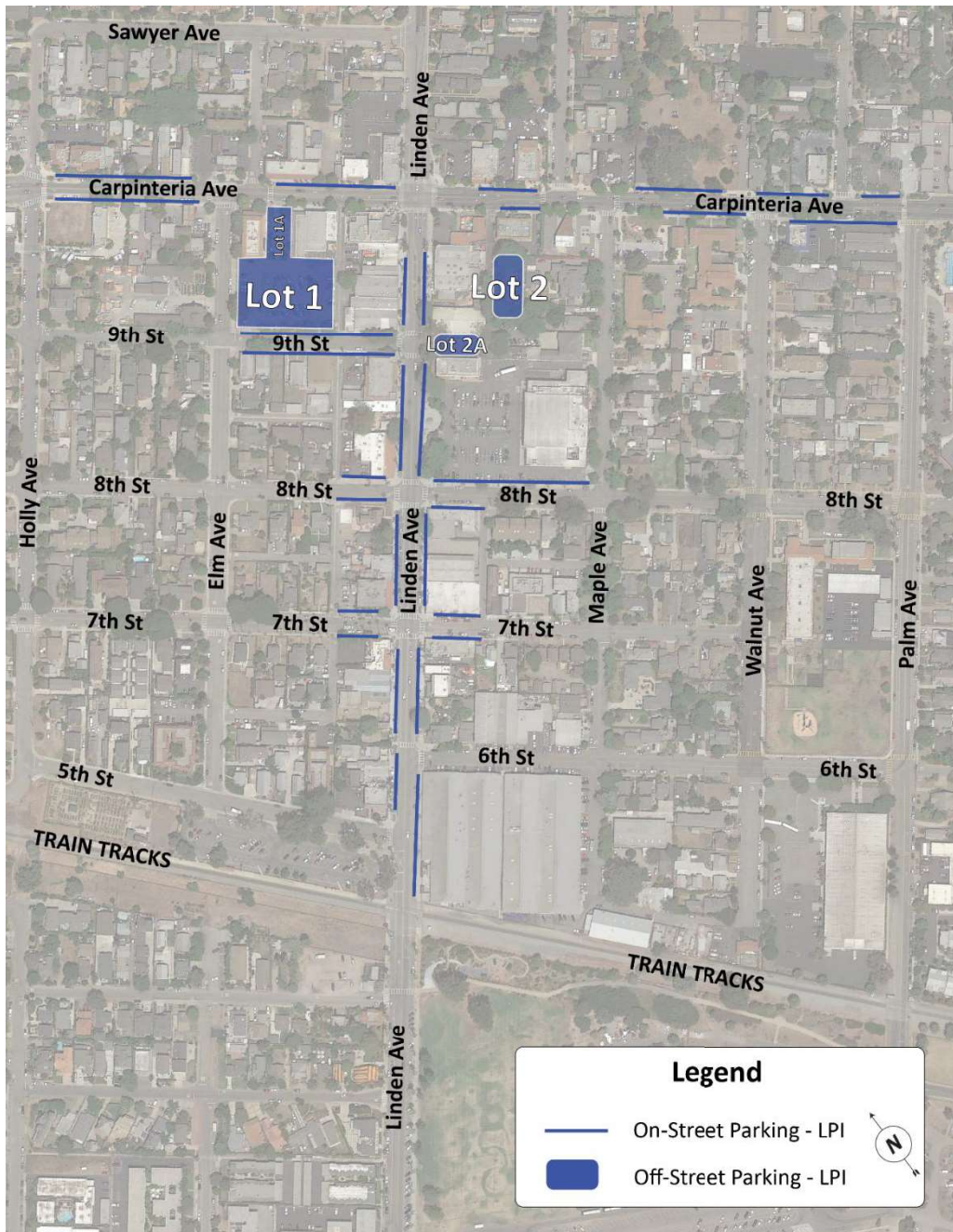


Source: Walker Consultants

# Length of Stay

Walker evaluated the length of stay for the parking spaces that front commercial uses and are time-limited (see Figure 5). The purpose of the length-of-stay analysis is to understand how long vehicles are parked in different time-limited spaces. The spaces that front the commercial uses are intended for short-term customer parking rather than long-term employee, beach-goer, or resident parking.

Figure 5: Length of Stay Survey Area



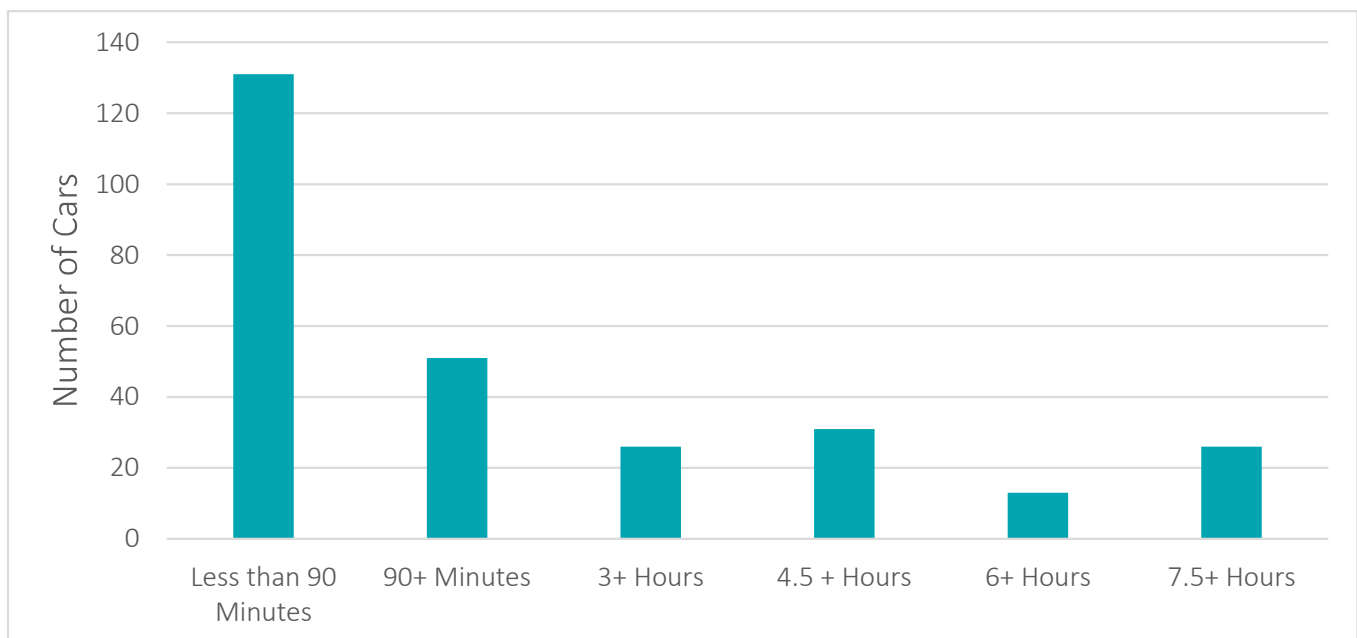
Source: Walker Consultants

Walker calculated the parking length of stay of commercial-fronting streets and Lots in the Downtown T parking management area by street/parking lot on Friday, August 15, 2025, every 90 minutes between 11:00 a.m. and 8:00 p.m. (length of stay shown in **Figure 6**). **Table 5** summarizes the length-of-stay analysis. During the period of peak parking demand (Friday at 12:30 p.m.), 35% (96 cars) of all vehicles parked were parked for longer than three hours. To promote access and economic development, it is recommended that the majority of the core commercial spaces downtown be reserved for short-term parking.

**Table 5: Length of Stay for Commercial Spaces – Peak Period (Friday, August 15, 2025)**

	Less than 90 Minutes	90+ Minutes	3+ Hours	4.5 + Hours	6+ Hours	7.5+ Hours
7 <sup>th</sup> St	4	4	3	8	0	0
8 <sup>th</sup> St	7	8	4	0	0	3
9 <sup>th</sup> St	10	3	2	1	1	1
Carpinteria	18	4	2	0	1	1
Library Lot	6	0	0	0	1	0
Linden	46	16	4	3	1	0
Lot 1	18	10	3	8	4	13
Lot 1a	8	0	0	0	0	0
Lot 2	6	4	7	9	5	8
Lot 2a	8	2	1	2	0	0
<b>TOTAL</b>	<b>131</b>	<b>51</b>	<b>26</b>	<b>31</b>	<b>13</b>	<b>26</b>
<b>% OF TOTAL CARS PARKED</b>	<b>47%</b>	<b>18%</b>	<b>9%</b>	<b>11%</b>	<b>5%</b>	<b>9%</b>

**Figure 6: Length of Stay for Commercial Spaces – Peak Period (Friday, August 15, 2025)**



## Transportation Mode Share Analysis

Walker analyzed proprietary and third-party Replica data to evaluate the current commute mode for trips ending in Carpinteria. **Table 6** shows the commute mode by destination type. As shown in the table, the automobile is the predominant mode of travel for all destination types. However, walking also comprises a significant number of trips (16%). Very few trips to Carpinteria are made via bike or public transit, presenting an opportunity to offer programs that would boost these modes of travel. While bicycle usage is relatively low for trips, Walker notes that recreational bicycling is popular in Carpinteria, in part due to the significant investments in the regional trail system.

**Table 6: Commute Mode by Destination Type**

	Automobile	Walking	Biking	Transit
All Trips	75%	16%	3%	1%
Work Trips	84%	10%	2%	4%
Dining Trips	82%	14%	3%	0%
Shopping Trips	75%	21%	2%	0%

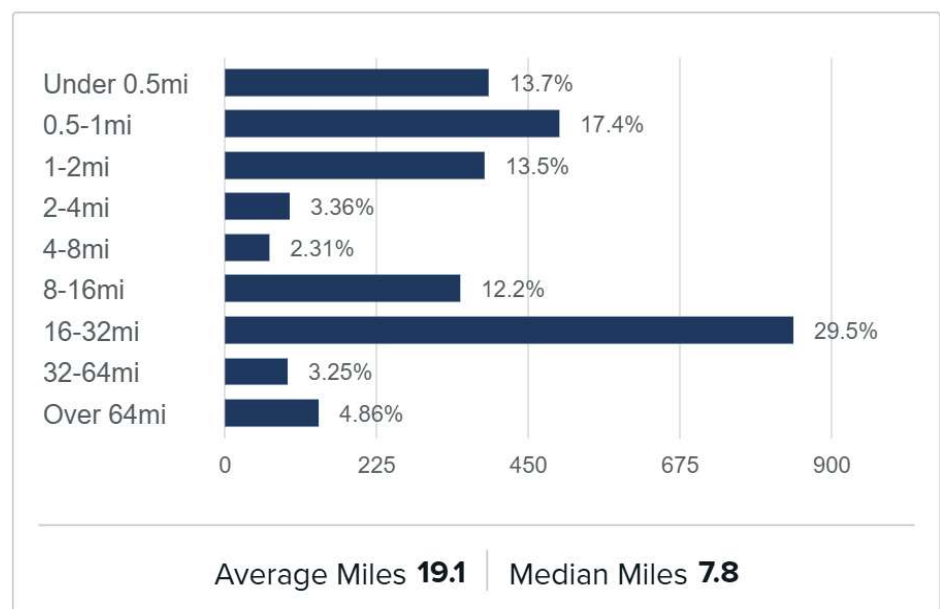
*Note percentages rounded to the nearest decimal*

*Source: Walker Consultants, using Replica Data*

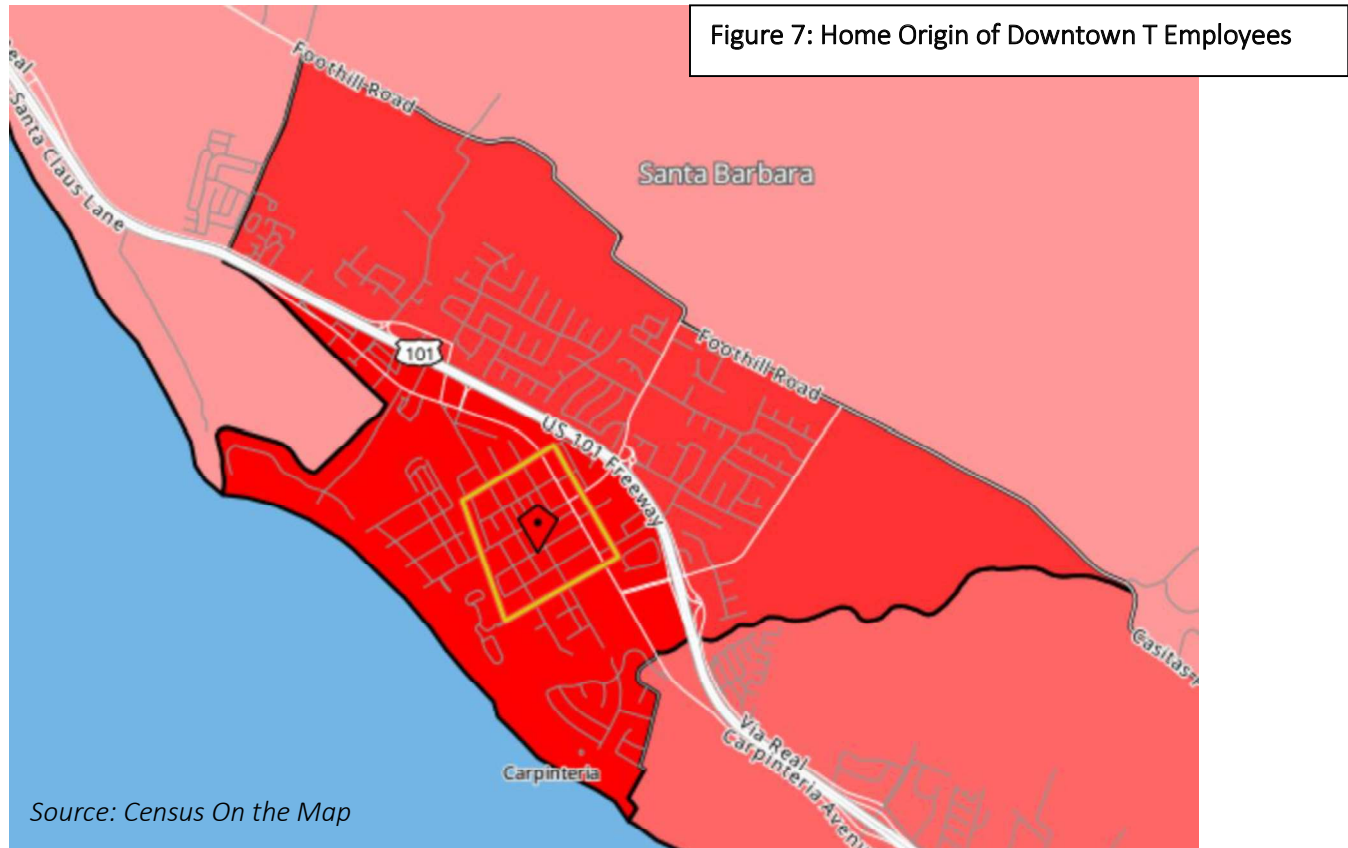
## Work Commute Distance Analysis

Walker used Replica data to understand how far Carpinteria employees are traveling to work for in-person jobs. Approximately 3,150 trips are ending in Census Tract 16.04, which includes the Downtown T. While over a third of work trips were very long (over 16 miles), 31% of work trips were less than one mile in length. This analysis suggests that strategies such as encouraging walking and bicycling, as well as the use of micromobility (e.g., bikeshare and scooter share), could encourage more employees to take non-driving modes of transportation.

**Trip Distance (Miles)**



Additionally, Walker used Census Bureau On the Map data to determine the home origin of workers living in Downtown Carpinteria. Walker evaluated the data at the census-tract level to estimate how far Downtown employees are commuting to work. The home origin census tracts with the highest concentration of Downtown employees are Census Tracts 16.04 and 16.01 (shown in dark red in **Figure 7**), which are the census tracts closest to the Downtown T (shown outlined in yellow).



## City policies promoting alternative transportation

The City's General Plan and Local Coastal Plan Circulation Element has a section devoted to alternative modes of transportation:

- Objective G-7 states, "Build demand for alternative transportation use by increasing ease, effectiveness, and social acceptability, and through foresighted planning."
- Objective C-8 states, "Support and develop safe, direct, and well-maintained bicycle and pedestrian systems and recreational boating facilities that serve all segments of the public."
- Objective G-9 states, "Promote the use of public transit systems that provide mobility to all city residents, and reduce automobile congestion within the capabilities of the community."



LINDEN

THE SHOPKEEPERS  
Olala

# 3. Parking & Transportation Management Options

# Parking and Transportation Demand Management Options

The parking and transportation demand management options included in this report are organized into three categories:

- A. Parking and curb management: Managing existing parking spaces so the public parking spaces in the heart of downtown have adequate turnover to serve visitors and customers, thereby promoting the economic health of the district and balancing the utilization of high- and lower-demand parking locations.
- B. Transportation mode shift: Reduce parking demand by facilitating alternative modes of transportation such as walking and bicycling.
- C. Parking capacity: Exploring opportunities for additional parking capacity without the need to build additional parking. Increasing parking enforcement to ensure posted time limits are adhered to, and parking spaces remain available throughout downtown.

## A. Parking and Curb Management

### A-1 Add staff dedicated to parking management and enforcement

As downtown continues to thrive and attract new businesses, managing the parking supply will be important. Walker recommends that at least one staff member be added who focuses either wholly or partially on parking management. The ideal staffing level would be 2.5 new FTEs, including 1 Parking Manager, 1 Enforcement officer, and 0.5 Administrative Professional. However, any augmentation of staffing compared with current levels will help better manage parking in the City. If hiring an additional 2.5 FTEs is not possible, Walker recommends starting with 1 FTE Enforcement officer.

The staff would be needed to monitor parking conditions in the City, enforce parking restrictions, interface with private parking owners to develop a collaborative approach to parking, and administer parking permits.

Based on our understanding of the parking system and conversations with parking enforcement staff, no single staff member is dedicated solely to parking enforcement; instead, they handle all code enforcement issues, including parking. The limited staff makes it difficult to enforce the time limit. Walker recommends that the City dedicate one full-time parking enforcement officer to enforcing parking, particularly during the busy summer season. Increased enforcement would improve parking availability by ensuring that time-restricted spaces in the downtown core turn over and remain available for visitors and customers.

Walker recommends that the City adopt a parking ambassador approach to enforcement, a less punitive and more customer-focused approach to parking enforcement. The objective of an ambassador program is to promote and enforce parking policies while providing downtown patrons with information and guidance in a friendly manner. Ambassadors also promote public safety by having more eyes on the street. Potential ambassador roles include:

- Assist the public with parking rules
- Provide safety tips
- Provide directions to popular destinations
- Monitor parking facilities
- Issue parking citations.

An alternative to hiring additional FTEs is to outsource all or a portion of parking enforcement services to a third-party. Below is a high-level comparison of outsourced parking enforcement versus self-managed parking enforcement.

#### Outsourced Parking Enforcement

- Lower upfront costs: Vendors provide equipment, software, and trained staff.
- Predictable monthly or annual service fees: Often structured as flat-rate or profit-sharing.
- No staffing overhead: Recruitment, training, payroll, and leave coverage are handled by the provider.
- Bundled maintenance: Hardware/software updates and repairs are included.
- Scalable: Services can be adjusted seasonally or based on demand.
- Risk mitigation: Service providers absorb contingency costs (e.g., equipment failure, staff absence).
- City staff will need to manage the private enforcement contract and provide direction to enforcement officers.

#### Self-Managed Parking Enforcement

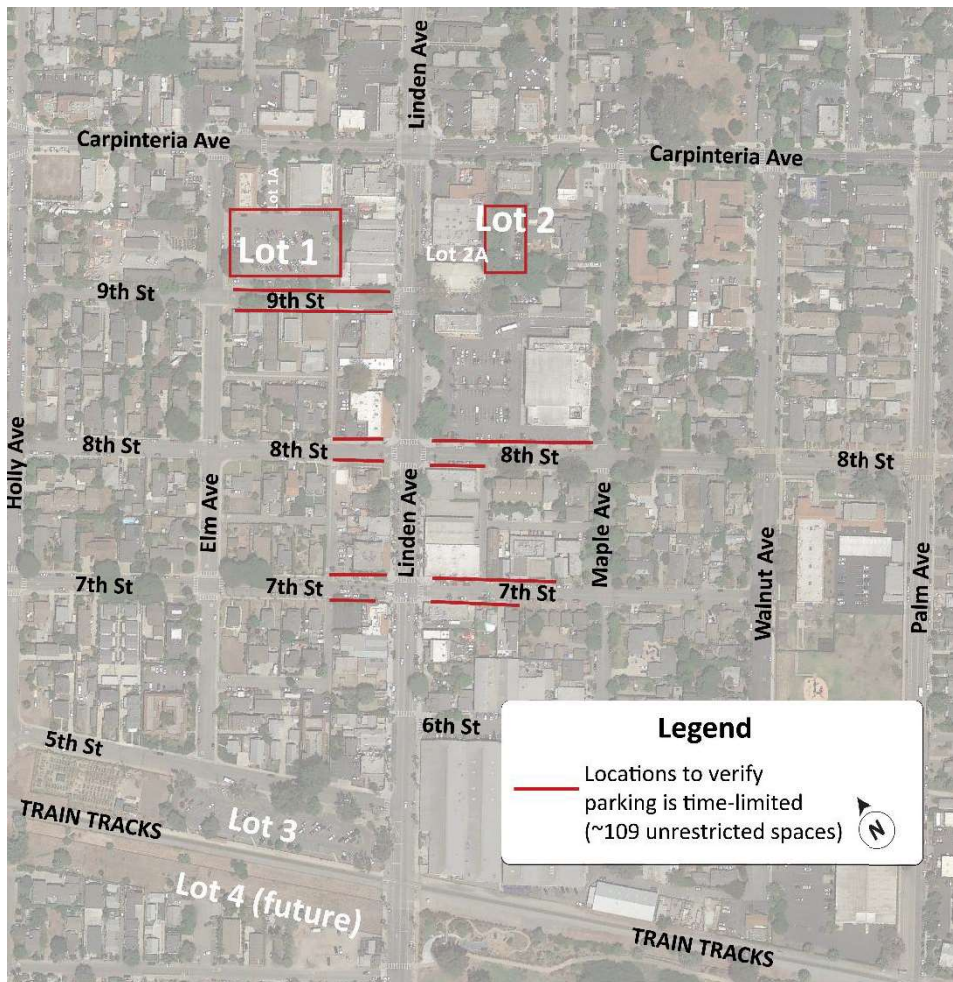
- Higher initial investment: Cities must purchase equipment (e.g., cameras, kiosks), install infrastructure, and license software.
- Ongoing staffing costs: Salaries, benefits, training, and HR overhead.
- Maintenance responsibility: Cities must budget for repairs, upgrades, and replacements.
- Fixed costs: Even if demand drops, expenses remain constant.
- Greater control: Cities retain full operational oversight and data ownership.

#### *Considerations:*

- *Cost of hiring additional FTEs or outsourcing enforcement to a third-party.*
- *Potential challenge of recruiting and retaining staff.*

**Figure 8: Street Segments to Add Parking Restrictions**

A-2 Add time limits to currently unrestricted parking in core areas and review restrictions for consistency


*Source: Walker Consultants.*

In the core commercial area of the Downtown T, including on-street spaces on Linden Avenue and Carpinteria Avenue, commercial-fronting spaces on side streets, and Lots 1 and 2, there are 335 parking spaces, 109 of which are currently unrestricted. During peak demand, 35% of vehicles parked in these core spaces remained for more than 3 hours. This indicates that over one-third of spaces in front of businesses are occupied by long-term parking, reducing access for

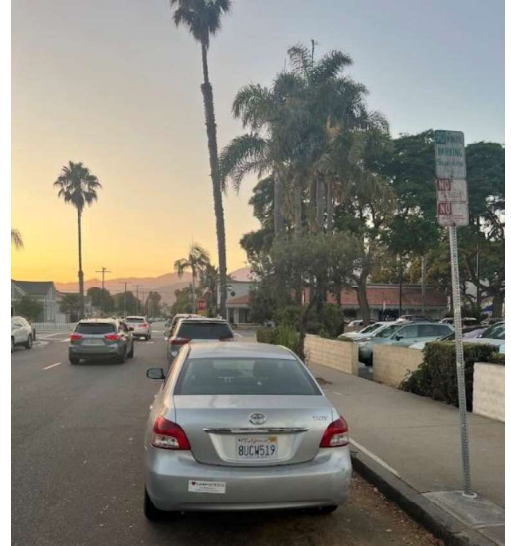
customers visiting downtown businesses.

**Figure 8** shows the currently unrestricted block segments that should be analyzed to ensure all spaces are time-restricted. Walker would recommend a 90-minute time limit for the currently unrestricted spaces in these locations, consistent with existing time limits on Linden Avenue and Carpinteria Avenue. Walker recommends that the spaces in Lots 1 and 2 have a 2-hour time limit, consistent with the portion of Lot 1. Given the central location of Lots 1 and 2, Walker recommends restricting them to 2-hour parking to promote greater parking turnover. To address employee parking, the City could consider offering downtown employees permits to exceed the time limit.

As part of implementing additional time restrictions, Walker recommends reviewing all signage and pavement markings in the Downtown T, particularly on Linden Avenue, the numeric side streets, and on Carpinteria Avenue. Walker observed issues with parking signage and curb markings in the core commercial areas of the Downtown T (see **Figure 9**). Consistent and clear signage and curb markings help drivers better understand current parking restrictions and plan accordingly, enabling the City to enforce them effectively.

Figure 9: Signage/Curb Color Issues Observed

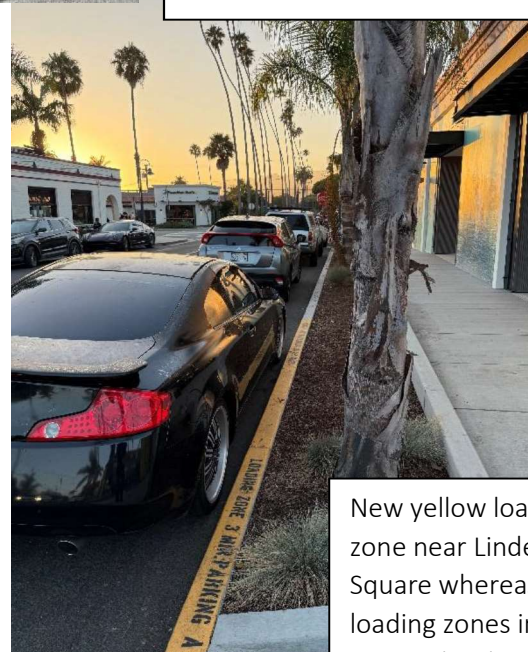
Faded curb markings for 24 minute spaces and loading spaces



8<sup>th</sup> Street adjacent to Smart and Final, no 90 minute sign for spaces closest to Linden



90 minute sign on Carpinteria Ave with a red curb



New yellow loading zone near Linden Square whereas loading zones in most other locations are painted white.

*Considerations:*

- *Costs associated with the design, fabrication, and installation of signage indicating the time limit.*
- *Staff time for planning and implementation.*
- *Potential parking spillover on residential streets.*
- *Need options for long-term parking.*
- *Needs consistent enforcement of the time limit.*

## A-3: Explore parking permit programs

The implementation of time restrictions via Action A-2 may result in parking spilling onto residential streets in the Downtown T. During the period of peak parking demand, these spaces had a total of 158 available. At the same time, with fewer long-term parking spaces near businesses, more customer spaces will be available, some of which are now presumably parking in residential neighborhoods because they can't find a space near their destination.

To manage parking demand in residential areas, the City could consider implementing a parking permit program. The permit program would likely impose a time limit on residential block faces and provide residents with the option to obtain a permit, thereby exempting them from the time limit. Because many employees park in Lots 1 and 2, which are time-limited, the City could consider offering employee permit options to improve parking availability. The City of Santa Cruz has a similar program that allows commuters to exceed the 2-hour restriction posted in residential areas, but employees are not permitted to park overnight.<sup>6</sup> The permit program would provide an option for employee parking while managing demand on residential streets.

The permit program could apply to block faces that were observed to be underutilized, including on Walnut Ave, Maple Ave, El Street, 5<sup>th</sup> Street, and 6<sup>th</sup> Street.

It is important to note that the Downtown T is within the California Coastal Zone. The California Coastal Commission has a policy that parking programs should not restrict access to the coast. The Coastal Commission can interpret permit programs as restricting Coastal Access.

*Considerations:*

- *Design, fabrication, and installation of signage.*
- *Administration of the parking permit program.*
- *Permit programs likely require Coastal Commission approval.*

## A-4 To better manage parking, implement a paid parking pilot program in a select location

Charging a small fee for parking, such that 1 – 2 spaces per block face are always available during the busiest times, is the most effective way to ensure parking availability in busy locations. The policy helps businesses. Typically, the nominal fee for parking does not deter customers and other visitors seeking out the destination of Downtown

---

<sup>6</sup> Commuter Parking Permit Guidelines:

<https://www.santacruzca.gov/files/assets/city/v/1/pw/documents/parking/commuter-parking-guidelines.pdf>

Carpinteria or specific businesses. For those who are deterred, a free parking option nearby is an alternative: “park quickly and conveniently or park free.”

The purpose of paid parking is to provide options. When a block face or entire location is full, the driver has no choice but to park. When should a city consider charging for parking? When the inconvenience and frustration of not finding parking exceeds \$1 to \$2 per hour to park. Who is sure to be deterred by a fee for on-street parking? The person who parks for hours on end in front of businesses, day in and day out. When needed (such as for loading and unloading, or quick errands), that person, typically a business employee or owner, will find a space. Otherwise, when long-term parkers park away from the central commercial area, it is a “win” for customer and visitor parking.

Paid parking also offers other customer service benefits. All time limits are ultimately rigid and arbitrary. Some drivers may have a good reason to park longer, but the fear of getting a parking ticket, known as “ticket anxiety,” can deter visitors from visiting a commercial location. Yet, if time limits are not aggressively enforced, they are not effective at preserving spaces for visitors and customers. Paid parking allows cities to extend or eliminate time limits, providing drivers with flexibility. However, the hourly rate serves as a “nudge,” encouraging them to park only as long as needed. For many drivers, a nominal hourly fee to ensure convenient parking and avoid the risk of a parking ticket is preferable to the challenge of finding parking, the inconvenience of parking, and, worse, a sizable parking ticket.

After the City implements the short-term actions, if it observes that demand for parking regularly exceeds 85% during the busy summer season, the City should consider implementing a paid parking pilot program. Paid parking is an effective parking management measure that can be used as an alternative to arbitrary and ticket-anxiety-producing time limits. Walker recommends starting the pilot program on Linden Avenue between the train tracks and Carpinteria Avenue. If the program is successful in promoting parking turnover, the City should consider expanding it to Carpinteria Avenue or a portion of the spaces in Lot 1, Lot 2, and the side streets. The City should consider setting a minimum parking utilization threshold for which to implement paid parking. Walker recommends that if parking utilization regularly exceeds 85% during peak periods, the City should implement paid parking.

*Cost Considerations:<sup>7</sup>*

- *Pay station and signage fabrication and installation*
- *Ongoing technology and operations*
- *Oversight for the pilot program.*

## A-5 Add wayfinding signage directing people to public parking

Walker observed that there is limited wayfinding signage directing people to public parking facilities in the Downtown T. Walker did not observe any signage pointing to Lot 3, which was underutilized during peak parking conditions. There are also limited signs directing drivers to Lots 1 and 2 (illustrated in **Figure 10**). Walker recommends that signage be placed at strategic decision points for drivers.

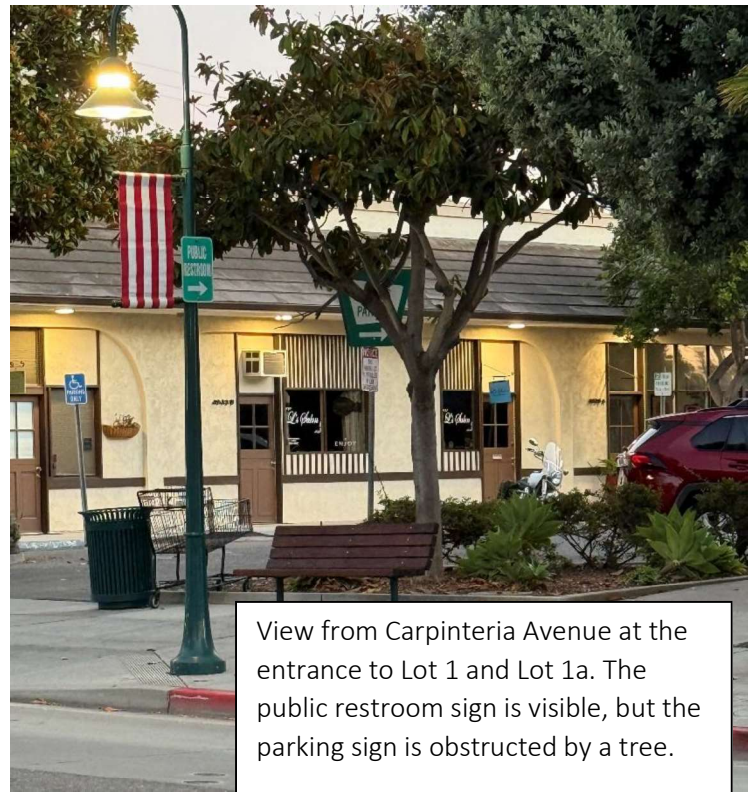
---

<sup>7</sup> A parking revenue analysis was not conducted as part of this study.

Figure 10: Images illustrating gaps in wayfinding signage



View at Linden Ave and 9<sup>th</sup> Street with a sign to the public restroom, but not to Lot 1



View from Carpinteria Avenue at the entrance to Lot 1 and Lot 1a. The public restroom sign is visible, but the parking sign is obstructed by a tree.

of wayfinding signage.

## A-6. Explore enforcing parking time limits with license plate recognition technology

Enforcing parking manually, especially enforcing time limits, is labor-intensive. License plate recognition (LPR) technology would enable enforcement officers to cover a larger area of the City in less time. Additionally, LPR technology can be integrated with the City's permit-issuance software. Permits would be issued virtually, as the vehicle license plate serves as the permit. Utilizing software technology saves staff time spent processing permits manually and reduces the time enforcement personnel spend verifying valid permits.

*Considerations:*

- LPR vehicle and equipment
- Annual software subscription and other fees
- Additional enforcement staff
- Staff training needed to operate the equipment
- Data privacy concerns

## A-7: Implement flexible EV Charging spaces

The Public Facilities and Site Acquisition/Development Committee asked about the utilization of the current EV parking spaces and whether those spaces could potentially be made available to non-EVs during times of high parking demand. Based on the 2025 observations, the public EV spaces appear to be underutilized during peak periods: Lot 1 has 10 EV spaces and a peak observed occupancy of 3 vehicles, and Lot 2 has 2 EV spaces and a peak observed occupancy of 1 vehicle.

To maximize the efficiency of the existing parking supply during the busiest summer months, the City could allow all vehicles to use a portion of these spaces for short-term parking between Memorial Day and Labor Day, while retaining some EV-only spaces in each lot and maintaining EV-only charging restrictions during the remainder of the year. This seasonal approach would help increase parking availability when demand is highest while preserving access to charging infrastructure and supporting the continued use of EVs in downtown Carpinteria.

- *Requires clear, consistent signage indicating when EV-only restrictions apply and when short-term general parking is permitted.*
- *Requires regular enforcement to ensure the seasonal rules are understood and followed.*
- *The City should retain a portion of spaces as EV-only in each lot to preserve access to charging.*

## B. Transportation Mode Shift

### B-1 Provide transit passes for the MTD transit services to employees

MTD plans to augment transit service in Carpinteria. Per MTD's latest Short Range Transit Plan (November 2022), the following changes are proposed or have been implemented:

- Existing MTD Line 20 connects Carpinteria and Santa Barbara and currently operates with 30-minute frequencies during the AM and PM peak. The service will operate every 15 minutes between 6:00 a.m. and 8:00 a.m. and 4:00 p.m. to 6:00 p.m. and every 30 minutes between 9:00 a.m. and 3:00 p.m.
- The new route 19x provides a direct express connection between Carpinteria and Santa Barbara City College (SBCC). The service includes peak-hour and midday express service between Carpinteria, East Santa Barbara, and SBCC.
- Additionally, MTD has implemented The Wave, a flexible on-demand curb-to-curb microtransit service. The Wave is starting in Goleta/Isla Vista, but plans are in place to implement service in Carpinteria in the future.

To alleviate parking demand in the Downtown T, Walker recommends that the City consider providing free transit passes to all downtown employees. This would incentivize employees living in the MTD service area to use transit to access downtown, rather than driving and parking. This action would support the City's General Plan Circulation Element Objective G-9, which states, "Promote the use of public transit systems that provide mobility to all city residents, and reduce automobile congestion within the capabilities of the community."

#### *Cost Considerations:*

- *Cost of annual employee transit passes.*
- *Staff oversight of transit pass program.*

## B-2 Explore the feasibility of establishing a mobility hub

Mobility hubs offer strategic locations where travelers can easily connect with multiple modes of transportation tailored to their needs, all within a safe, comfortable, and accessible environment. They include a range of transportation options to encourage travelers to use more sustainable modes of transportation. A mobility hub can include access to public transit, active transportation (such as walking and bicycling), micromobility (e.g., scooter share and bikeshare), shared or hailed ride pickup and drop-off, and electric vehicle charging stations.<sup>8</sup>

Mobility hubs can take various shapes and sizes. For example, they could be an enhanced MTD transit stop with a bikeshare station. The hub could serve as a place where people park on the outskirts of the Downtown T and take a shuttle or a bikeshare downtown. Alternatively, a mobility hub could be beneficial at the Amtrak station, where someone could rent a bike or scooter to use while visiting Carpinteria.

There are many variables associated with a mobility hub, depending on factors such as land ownership, land size, amenities offered, and services programmed at the hub.

### *Considerations:*

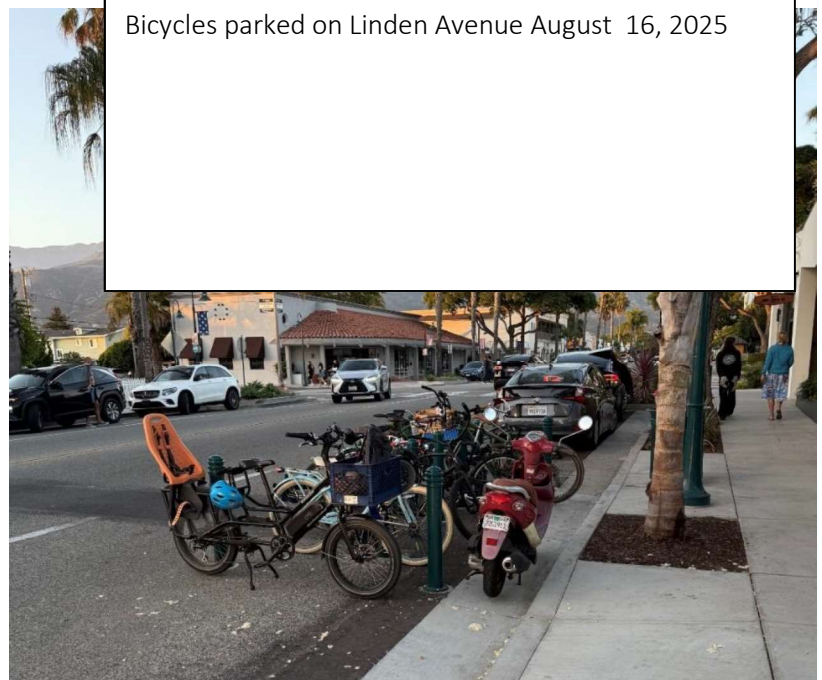
- *A mobility hub site would need to be identified and needs to evaluate mobility hub features, such as bike share stations, bike lockers, and EV charging infrastructure.*
- *Requires planning and design, including site selection, permitting, community engagement, and project management.*
- *Ongoing operation and maintenance costs, depending on amenities, such as staffing, repairs, insurance, utilities, and software.*

---

<sup>8</sup> Definition from Southern California Association of *Governments Mobility Hub Design and Implementation Guide*. February 2025. [SCAG's 'Mobility Hub Design and Implementation Guide' Helps Local Planners Overcome Obstacles | Southern California Association of Governments](#)

## B-3 Identify gaps in bicycle and pedestrian access downtown

Pedestrian and bicycle access to the Downtown T are viable modes of transportation that should be leveraged to the extent possible to improve parking availability, but also consistent with numerous public policy objectives. The City’s General Plan Circulation Element Objective C-8 states, “Support and develop safe, direct, and well-maintained bicycle and pedestrian systems and recreational boating facilities that serve all segments of the public.” In our surveys conducted throughout towns and cities, we consistently hear a desire from the public for greater access to and opportunities for riding bicycles and walking conveniently and safely. Getting around by bicycle and walking is not for everyone, but this does not mean that the opportunities should not be made available to those who want to take advantage of the option.



Over the past five years, Carpinteria has significantly expanded and improved its trail infrastructure to enhance coastal access, public safety, and active transportation. The Franklin Creek Trail Improvement Project converted a flood control road into a Class I multi-use trail, featuring safety fencing, landscaping, and enhancements for school access. The Rincon Multi-Use Trail Project is underway to connect Carpinteria Avenue to Rincon Beach County Park, filling a key gap in the California Coastal Trail. Additionally, the Santa Claus Lane Bike Path and Streetscape Improvements Project is constructing a Class I bike path along U.S. 101 and adding pedestrian crossings, traffic calming, and coastal access parking. These projects, collectively funded by local, state, and regional agencies, reflect Carpinteria’s commitment to sustainable mobility and recreational connectivity.

Walker observed a significant number of bicycles in the Downtown T, including on Linden Avenue and the surrounding streets. Given the temperate climate, relatively flat terrain, and a significant number of employees who live in Carpinteria, there is potential to increase biking and walking with increased investment in infrastructure. Having pedestrian and bicycle infrastructure that connects the surrounding neighborhoods to downtown is crucial for promoting walking and biking in the area. Walker recommends conducting an assessment of pedestrian and bicycle access on both Linden Avenue and the side streets that connect to it.

In addition to pedestrian and bicycle infrastructure that connects neighborhoods downtown, the assessment should also examine end-of-trip facilities, including bicycle parking downtown. Ensuring that sufficient bike parking is installed in the correct locations is important to ensure bicyclists can find a place to park. Additionally, the City should ensure both short-term and long-term bike parking is provided where appropriate, including secure bike parking. The study should consider bike parking design needed to accommodate e-bikes.

### Cost Considerations:

- *Hiring a third-party firm to conduct a bicycle and pedestrian gap assessment.*
- *Infrastructure improvements will vary based on assessment results.*

## C. Increase Parking Capacity

### C-1: Explore redesigning Parking Lot 1

City staff noted that there may be opportunities to redesign Parking Lot 1 to accommodate more parking spaces on the same lot footprint. To understand the potential parking capacity of Lot 1, Walker provided conceptual layouts for the lot, included as an Appendix.

There are 69 parking spaces in Lot 1 and 15 in Lot 1a, for a total of 84 spaces between the two lots. Walker's conceptual designs show there is potential to increase capacity to roughly 100 spaces, depending on the configuration. The intent of the concepts was to express potential parking yields from alternative striping configurations. Walker based these concepts on a review of publicly available aerial imagery and a general review of local code requirements. Actual parking space counts may differ from the counts shown.

### C-2: Explore leasing private parking for public use

Private parking lots are typically the most underutilized facilities in any downtown commercial area, where some spaces may remain unoccupied for extended periods. These unoccupied spaces may represent hundreds of thousands or millions of dollars in land and capital costs. Private parking spaces are typically the least used in a district. Walker recommends that the City reach out to businesses to explore leasing some of their parking spaces for public use. The City would enter into a parking agreement with these businesses, including details such as hours of operation, maintenance responsibilities, insurance requirements, and liability considerations. The City can consider releasing a request for information (RFI) or request for proposals (RFP) to all businesses in the Downtown T to gauge interest in a parking lease.

#### *Considerations:*

- *Staff time would be required to coordinate with private property owners on establishing lease agreements and staff oversight of agreements.*
- *The City would have lease payments.*
- *A barrier can be the liability insurance for public use of private lots.*

### C-3: Explore converting parallel parking to angled parking

Converting parallel parking to angled parking can be a cost-effective way to add parking capacity. However, angled parking can pose challenges in areas with limited road rights-of-way, and the City may need to convert to one-way traffic to accommodate it.

#### *Considerations:*

- *Would require a traffic engineering study.*
- *Restriping work would depend on the results of the study.*
- *Restriping could result in one-way streets, and the circulation would need to be evaluated.*
- *Potential safety concerns with vehicles backing up.*

## Building a parking structure

In 2001, Walker conducted a parking study for the downtown area, in which, due to significant anticipated new development, a new parking structure was considered for Parking Lot 1. The site was evaluated, and at the time, it was determined that a total of 234 spaces could be accommodated in a three-level structure (two levels plus a roof) on the footprint. There were approximately the same number of spaces in Lot 1 as there are today, 68 spaces, so the net gain in spaces determined was 166 spaces; the cost of 68 parking spaces would need to be covered with no additional parking capacity gained, driving up the cost per net new parking space considerably.

Walker recommends that a parking structure be considered only if parking occupancy in the Downtown T regularly exceeds 85% even after all parking and transportation demand management options included in this memo are implemented, including paid parking and leasing private parking for public use.

### *Considerations:*

- *The cost of building a parking structure can vary widely based on a variety of factors, including site conditions, labor, materials, and design/architecture.*
- *A parking structure requires regular maintenance and repair throughout its lifetime.*

## Rough order of magnitude cost estimates

The City of Carpinteria requested that Walker develop preliminary cost estimates for each of the proposed actions.

**Table 7** summarizes Walker’s rough order-of-magnitude cost estimates.

---

*These cost estimates are preliminary and intended for planning purposes only, not for financing. Walker did not speak with vendors to receive an actual bid for services. Walker does not control the prices set by third-party organizations or market conditions at the time of implementation. These cost estimates were developed based on Walker’s experience working with other jurisdictions on parking management efforts.*

---

**Table 7: Parking and Transportation Management Options Rough Order of Magnitude Cost Estimates**

	Estimated One-Time Cost	Estimated Annual Cost*
A.1 Add parking staff		\$100,000-\$350,000 <sup>1</sup>
A.2 Add time limits in core parking spaces	\$10,000 - \$20,000 <sup>2</sup>	
A.3 Establish a parking permit program	\$15,000 - \$30,000 <sup>3</sup>	
A.4 Implement a paid parking pilot program <sup>4</sup>	\$150,000 - \$200,000	Varies
A.5 Add wayfinding signage	\$15,000 - \$25,000 <sup>5</sup>	
A.6 Enforce time limits with LPR technology <sup>6</sup>	\$100,000-\$150,000 plus staff training	\$25,000-\$50,000
A.7 Implement flexible EV Charging spaces	\$1,500 - \$3,000 (3-5 sign replacements)	
B.1 Provide transit passes for employees		\$30,000 - \$60,000 <sup>7</sup>
B.2 Bicycle/pedestrian gap analysis	\$100,000 - \$120,000	Depends on the infrastructure projects recommended
B.3 Build a mobility hub <sup>8</sup>	\$50,000 - \$2,000,000	\$20,000 - \$300,000
C.1 Redesign Parking Lot 1	\$300,000-\$500,000 <sup>9</sup>	
C.2 Lease private parking for public use <sup>9</sup>		\$20,000-\$40,000 <sup>9</sup>
C.3 Convert parallel parking to angled parking <sup>10</sup>	\$50,000-\$100,000 <sup>10</sup>	
<i>Build a Parking Structure<sup>11</sup></i>	<i>\$20,000,000 - \$30,000,000</i>	<i>Varies</i>

\*Does not include staff time to oversee implementation and/or administer each option.

<sup>1</sup> Amount will vary based on the number of FTEs and if a third-party enforcement firm is used.

<sup>2</sup> Assumes that 20-30 new signs, and each sign costs \$400 to \$600.

<sup>3</sup> Assumes 2 signs are installed per block face, 15-25 block faces, and signs cost \$400-\$600 each.

<sup>4</sup> Assumes \$15,000 per pay station, including signage, and 8 pay stations for the pilot program. Ongoing fees vary widely depending on services and vendors.

<sup>5</sup> Assumes 15-25 new wayfinding signs would cost between \$600 and \$800.

<sup>6</sup> Assumes one vehicle with LPR equipment. Ongoing fees vary widely depending on services and vendors.

<sup>7</sup> Assumes 50-100 transit passes are issued per year, with \$52 per pass.

<sup>8</sup> A wide range is provided, given the number of different amenities at a mobility hub and the land size, cost, and operation and maintenance needs.

<sup>9</sup> Cost range based on the Goleta Beach Parking Lot Pavement Rehabilitation Project. Source: [County of Santa Barbara - File #: 24-00982](#)

<sup>10</sup> Assumes leasing 70-80 spaces, each costing \$75 to \$85/mo, for 4 months of summer.

<sup>11</sup> Assumes studying and restriping 2-3 blockfaces from parallel to angled parking.

<sup>12</sup> Based on costs from City of San Luis Obispo's for a 397-space parking structure. [Grand Opening Set for New Downtown Parking Garage Next Week | City News Center | City of San Luis Obispo, CA](#) Costs vary widely depending on the design, amenities, technology, and other factors. Ongoing costs depend on staffing, equipment, technology, maintenance, pricing, etc., and can vary widely.

Appendix



# Appendix

Thursday July 21, 2022 and Friday July 22, 2022 Parking Occupancy Counts

Street	Direction	Limits	Thursday 11am	Friday 10am	Friday 11:30am	Friday 1pm	Fri 1pm %	Friday 2:30pm	Friday 4pm	Friday 5:30pm	Inventory
Linden	East	Train Tracks to 6th Street	3	5	8	11	79%	5	6	8	14
Linden	West	Train Tracks to 6th Street	1	2	1	2	100%	1	1	0	2
Linden	East	6th to 7th	4	2	4	4	80%	5	3	2	5
Linden	West	6th to 7th	4	5	4	5	100%	5	3	4	5
Linden	East	7th to 8th	3	1	5	6	75%	7	7	6	8
Linden	West	7th to 8th	2	2	3	4	100%	4	2	2	4
Linden	East	8th to 9th	1	3	5	4	57%	6	2	5	7
Linden	West	8th to 9th	5	6	7	8	89%	10	5	5	9
Linden	East	9th to Carpinteria	3	4	4	6	100%	4	4	5	6
Linden	West	9th to Carpinteria	4	2	3	4	100%	4	3	2	4
Carpinteria	North	Elm to Holly	5	9	8	2	22%	4	5	6	9
Carpinteria	South	Elm to Holly	3	4	5	4	80%	6	6	5	5
Carpinteria	North	Linden to Elm	5	5	6	5	71%	7	7	6	7
Carpinteria	South	Linden to Maple	1	2	2	1	50%	2	2	2	2
Carpinteria	North	Linden to Maple	3	2	4	3	75%	4	2	3	4
Carpinteria	South	Maple to Walnut	5	5	4	4	80%	4	4	4	5
Carpinteria	North	Maple to Walnut	5	4	4	1	20%	3	5	5	5
Carpinteria	North	Palm to Walnut	5	1	2	2	40%	2	3	4	5
Carpinteria	South	Palm to Walnut	2	1	2	3	60%	1	2	3	5
7th	South	Linden to Elm	7	6	6	9	82%	5	5	6	11
7th	North	Linden to Elm	7	6	7	9	75%	6	7	9	12
7th	South	Linden to Maple	9	9	10	12	92%	9	11	12	13
7th	North	Linden to Maple	9	9	10	11	100%	10	9	11	11
8th	South	Linden to Maple	8	5	9	9	69%	10	6	5	13
8th	North	Linden to Maple	3	3	4	6	46%	4	3	4	13
8th	South	Linden to Elm	4	7	8	7	58%	7	4	6	12
8th	North	Linden to Elm	4	5	6	7	70%	7	5	8	10
9th	North	Linden to Elm	6	5	7	8	89%	9	6	7	9
9th	South	Linden to Elm	6	5	9	9	90%	6	7	6	10
Lot 1	Lot 1	Lot 1	63	62	66	68	99%	56	56	51	69
Lot 1a	Lot 1a	Lot 1a	12	7	13	15	100%	12	10	5	15
Lot 2	Lot 2	Lot 2	37	33	38	40	87%	31	32	39	46
Lot 2a	Lot 2a	Lot 2a	9	10	11	12	92%	10	11	11	13
Lot 3	Lot 3	Lot 3	41	39	42	54	48%	55	47	37	113

Friday August 15, 2025 Parking Occupancy Counts

Street	Direction	Limits	Inventory	Fri 11am	Fri 1230pm	Fri 2pm	Fri 3:30pm	Fri 5pm	Fri 630pm
Linden	East	Train Tracks to 6th Street	15	6	13	2	0	7	13
Linden	West	Train Tracks to 6th Street	3	2	3	1	1	2	3
Linden	East	6th to 7th	6	3	6	5	2	4	6
Linden	West	6th to 7th	7	2	6	6	2	6	7
Linden	East	7th to 8th	8	4	6	4	5	5	7
Linden	West	7th to 8th	10	7	9	10	8	10	10
Linden	East	8th to 9th	7	5	6	6	5	5	5
Linden	West	8th to 9th	9	9	9	8	8	9	9
Linden	East	9th to Carpinteria	6	6	5	5	5	5	4
Linden	West	9th to Carpinteria	5	5	5	5	5	4	5
Carpinteria	North	Elm to Holly	13	8	6	7	6	6	6
Carpinteria	South	Elm to Holly	5	5	4	3	4	5	4
Carpinteria	North	Linden to Elm	8	7	4	7	6	5	6
Library Lot	Library Lot	Library Lot	11	6	7	2	6	0	2
Carpinteria	South	Linden to Maple	2	2	2	2	0	2	1
Carpinteria	North	Linden to Maple	4	2	0	3	1	2	4
Carpinteria	South	Maple to Walnut	5	5	3	2	0	3	1
Carpinteria	North	Maple to Walnut	5	5	5	2	2	4	4
Carpinteria	North	Palm to Walnut	5	3	1	1	2	3	2
Carpinteria	South	Palm to Walnut	5	4	3	0	3	4	2
7th	South	Linden to Elm	11	8	10	8	9	9	11
7th	North	Linden to Elm	12	3	9	4	3	3	12
7th	South	Linden to Maple	13	13	13	11	10	12	13
7th	North	Linden to Maple	13	11	12	13	10	12	13

Friday August 15, 2025 Parking Occupancy Counts

Street	Direction	Limits	Inventory	Fri 11am	Fri 1230pm	Fri 2pm	Fri 3:30pm	Fri 5pm	Fri 630pm
8th	South	Linden to Maple	13	12	13	12	9	12	13
8th	North	Linden to Maple	12	11	12	12	9	10	11
8th	South	Linden to Elm	11	7	11	7	8	9	10
8th	North	Linden to Elm	9	5	8	7	5	4	9
9th	South	Linden to Elm	10	8	10	6	10	8	9
9th	North	Linden to Elm	9	7	8	8	9	5	5
Lot 1	Lot 1	Lot 1	69	56	56	52	53	38	46
Lot 1a	Lot 1a	Lot 1a	15	12	9	8	12	10	14
Lot 2	Lot 2	Lot 2	40	35	39	35	36	36	36
Lot 2a	Lot 2a	Lot 2a	14	11	13	11	14	14	12
Lot 3	Lot 3	Lot 3	113	45	49	49	35	28	40

Saturday August 16, 2025 Parking Occupancy Counts

Street	Direction	Limits	Inventory	Sat 11am	Sat 1230pm	Sat 2pm	Sat 3:30pm	Sat 5pm	Sat 630pm
Linden	East	Train Tracks to 6th Street	15	4	6	11	7	12	15
Linden	West	Train Tracks to 6th Street	3	2	2	2	2	3	3
Linden	East	6th to 7th	6	2	5	5	4	5	6
Linden	West	6th to 7th	7	6	7	7	4	4	7
Linden	East	7th to 8th	8	5	6	5	5	5	6
Linden	West	7th to 8th	10	8	10	9	9	10	10
Linden	East	8th to 9th	7	5	7	5	5	7	7
Linden	West	8th to 9th	9	10	9	8	9	8	9
Linden	East	9th to Carpinteria	6	5	5	6	5	6	4
Linden	West	9th to Carpinteria	5	5	5	5	4	5	5
Carpinteria	North	Elm to Holly	13	7	10	8	4	7	2
Carpinteria	South	Elm to Holly	5	5	3	6	6	3	3
Carpinteria	North	Linden to Elm	8	8	8	8	6	7	6
Library Lot	Library Lot	Library Lot	11	5	11	11	8	2	6
Carpinteria	South	Linden to Maple	2	1	2	2	2	2	2
Carpinteria	North	Linden to Maple	4	4	3	1	2	2	4
Carpinteria	South	Maple to Walnut	5	4	4	5	0	0	4
Carpinteria	North	Maple to Walnut	5	4	5	5	1	2	5
Carpinteria	North	Palm to Walnut	5	3	5	4	4	1	2
Carpinteria	South	Palm to Walnut	5	3	3	5	1	2	2
7th	South	Linden to Elm	11	8	9	8	8	10	9
7th	North	Linden to Elm	12	6	11	9	5	6	10
7th	South	Linden to Maple	13	10	13	8	12	11	12
7th	North	Linden to Maple	13	10	9	10	11	12	13
8th	South	Linden to Maple	13	10	12	10	10	12	13
8th	North	Linden to Maple	12	8	11	12	7	10	10
8th	South	Linden to Elm	11	8	10	11	8	6	11
8th	North	Linden to Elm	9	7	7	7	8	8	9
9th	South	Linden to Elm	10	8	10	8	8	7	8

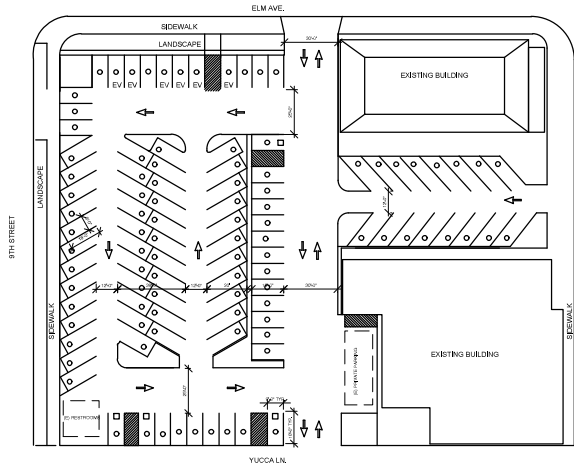
Saturday August 16, 2025 Parking Occupancy Counts

Street	Direction	Limits	Inventory	Sat 11am	Sat 1230pm	Sat 2pm	Sat 3:30pm	Sat 5pm	Sat 630pm
9th	North	Linden to Elm	9	8	9	4	7	7	8
Lot 1	Lot 1	Lot 1	69	54	63	53	52	39	57
Lot 1a	Lot 1a	Lot 1a	15	12	15	13	10	8	6
Lot 2	Lot 2	Lot 2	40	36	38	34	29	36	38
Lot 2a	Lot 2a	Lot 2a	14	12	12	12	13	11	14
Lot 3	Lot 3	Lot 3	113	44	51	57	56	52	69
8th	North	Maple to Walnut	10	7	7	7	4	3	5
8th	South	Maple to Walnut	9	1	9	8	2	2	3
7th	North	Maple to Walnut	7	5	5	4	5	5	8
7th	South	Maple to Walnut	9	5	6	6	5	6	6
6th	North	Linden to Maple	22	9	12	5	7	5	6
6th	South	Linden to Maple	27	1	5	7	8	7	11
Aug	North	Maple to Walnut	9	3	1	0	1	5	3
6th	South	Maple to Walnut	9	4	5	7	5	6	6
6th Pl	North	Elm to Yucca	7	6	7	7	7	7	6
6th Pl	South	Elm to Yucca	8	5	5	4	4	5	7
5th St	North	Elm to Linden	12	4	3	4	2	1	6
5th St	South	Elm to Linden	12	4	4	5	5	4	7
Elm Ave	West	Carpinteria to 9th	7	8	8	7	6	4	3
Elm Ave	East	Carpinteria to 9th	8	8	8	6	6	5	4
Elm Ave	West	9th to 8th	9	7	8	7	8	5	5
Elm Ave	East	9th to 8th	6	6	6	6	5	5	6
Elm Ave	West	8th to 7th	9	4	5	6	4	4	6
Elm Ave	East	8th to 7th	5	4	4	5	4	5	5
Elm Ave	West	7th to 5th	13	3	6	10	8	8	7
Elm Ave	East	7th to 5th	9	5	6	5	4	4	6
Maple Ave	West	Carpinteria to 8th	17	12	16	15	12	11	15
Maple Ave	East	Carpinteria to 8th	22	11	15	17	14	9	16
Maple Ave	West	8th to 7th	6	3	4	3	2	5	6

Saturday August 16, 2025 Parking Occupancy Counts

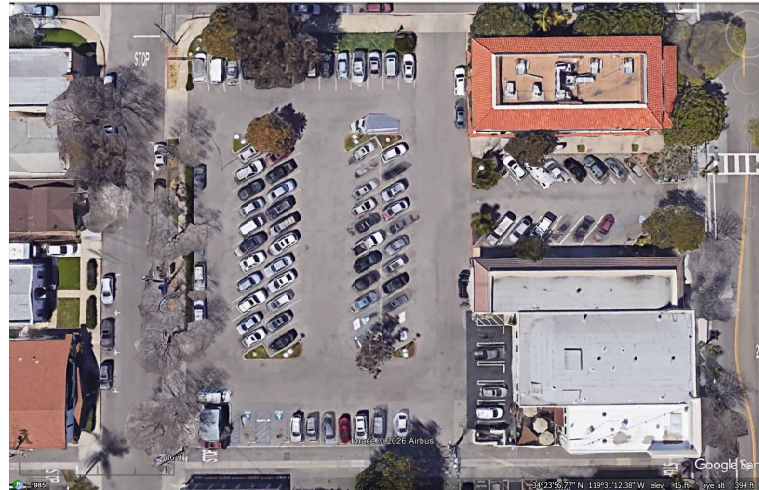
Street	Direction	Limits	Inventory	Sat 11am	Sat 1230pm	Sat 2pm	Sat 3:30pm	Sat 5pm	Sat 630pm
Maple Ave	East	8th to 7th	8	2	6	5	4	6	8
Maple Ave	West	7th to 6th	7	4	5	5	4	6	6
Maple Ave	East	7th to 6th	6	4	2	5	5	5	5
Maple Ave	West	6th to train tracks	23	9	9	9	11	11	14
Maple Ave	East	6th to train tracks	9	2	2	5	5	6	7
Walnut Ave	West	Carpinteria to 8th	23	15	22	23	18	6	8
Walnut Ave	East	Carpinteria to 8th	21	13	19	21	17	13	15
Walnut Ave	West	8th to 7th	7	1	2	5	3	0	1
Walnut Ave	East	8th to 7th	9	1	2	8	4	1	2
Walnut Ave	West	7th to 6th	9	3	4	4	5	5	6
Walnut Ave	East	7th to 6th	10	2	2	4	2	2	3
Walnut Ave	West	6th to train tracks	9	4	5	3	6	6	6
Walnut Ave	East	6th to train tracks	11	9	11	11	11	11	10

**OPTION 2**  
30 DEGREE / ONE-WAY



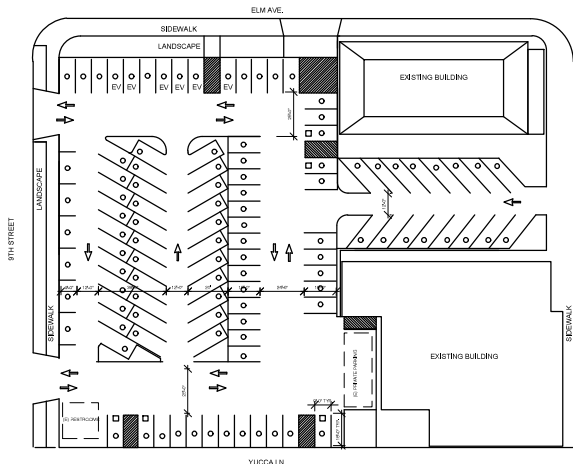
+/-98 SPACES

**AERIAL PLAN (EXISTING)**



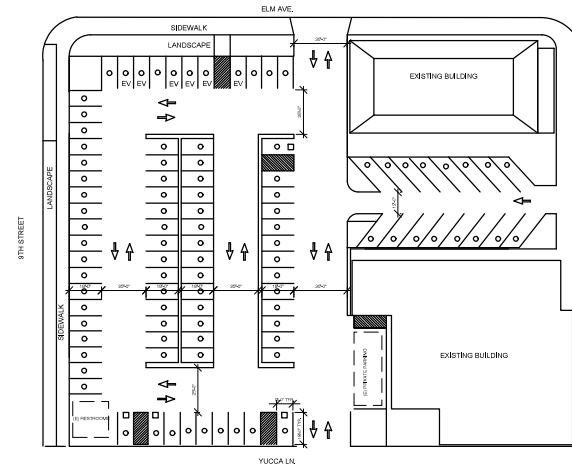
+/-84 SPACES

**OPTION 3**  
30 DEGREE / ONE-WAY



+/-105 SPACES

**OPTION 1**  
90 DEGREE / TWO-WAY



+/-96 SPACES



**SURFACE  
PARKING**

CARPINTERIA, CA

SK-1  
Not to Scale  
Project No. 37-009509.00  
DATE: 03-25-2026





# City of Carpinteria

---

## COUNCIL AGENDA STAFF REPORT

### **ITEM FOR COUNCIL CONSIDERATION**

Memorandum of Understanding with the California Department of Transportation for the Rincon Multi-Use Trail Project.

### **STAFF RECOMMENDATION**

Authorize the Mayor to execute the Memorandum of Understanding with the California Department of Transportation for the Rincon Multi-Use Trail Project.

Sample Motion: I move to authorize the Mayor to execute the Memorandum of Understanding with the California Department of Transportation. *(This motion requires a roll call vote.)*

### **BACKGROUND**

The Rincon Multi-Use Trail Project (Project) would establish a public multi-use trail connecting the eastern end of the City of Carpinteria (City) to Rincon Beach County Park located in unincorporated Santa Barbara County near the Ventura County line. The trail would originate from Carpinteria Avenue in the City, just east of the intersection with State Route 150, and proceed southeasterly, approximately parallel to U.S. Highway 101 and ultimately terminating in Rincon Beach County Park, immediately adjacent to the Rincon Beach County Park entrance. The Project would include a new dedicated overcrossing (i.e., a pedestrian bridge) of the Union Pacific Railroad corridor.

The purpose of the Project is to close an existing critical gap in the California Coastal Trail between the Carpinteria Bluffs and the Pacific Coast Bikeway (the bike path from Bates Road to just south of Mussel Shoals along U.S. Highway 101). By completing this connection, the Project would enhance public coastal access and recreational opportunities while supporting alternative transportation options.

The Project is also intended to provide a safe, convenient, scenic, and attractive route for lateral and vertical beach access, serving as an alternative to the existing informal, unsanctioned trails connecting the Carpinteria Bluffs to Rincon Beach County Park through the unauthorized use of Union Pacific Railroad property. In addition, the Project would reduce reliance on the unprotected shoulder of U.S. Highway 101 for pedestrian and bicycle travel between State Route 150 and Bates Road. The City's recent acquisition of

most of the Bluffs III property for the future Rincon Bluffs Preserve, as well as the Rincon Gateway property, further underscores the importance of the proposed trail as a vital recreational and mobility corridor linking public open spaces, coastal access points, and other recreational amenities in the area.

Completion of the Project is also a condition of approval for the City's issuance of a Conditional Use Permit (CUP) and Coastal Development Permit (CDP) for the Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension Project (No. 09-1522-CUP/CDP) and Local Coastal Plan Amendment (LCP) (LCP-4-CPN-150018-1), which was required as a balancing measure to offset unavoidable wetland impacts through completion of two regionally significant alternative transportation projects designed to increase access to coastal resources for the public.

In 2017, the City entered into a Memorandum of Understanding (MOU) with the Santa Barbara County Association of Governments (SBCAG) for the delivery of the design, environmental documents, right-of-way clearance, and funding for City costs incurred for the Project. The Council also approved amendments to the MOU for additional funding.

The City, the California Department of Transportation (Caltrans), and the Santa Barbara County Association of Governments have partnered to advance the Project and secure funding for its implementation. The City serves as the lead agency responsible for the environmental review, design, right-of-way and utility coordination, and construction phases of the Project.

The City prepared an Environmental Impact Report (EIR) for the Project, which was subsequently accepted and certified by the Planning Commission. Alternative 3 was identified as the preferred project alternative, and on January 18, 2022, the Planning Commission approved a CUP and CDP for the portion of the trail located within the City's jurisdiction.

Prior to the close of the 10-day appeal period, three separate appeals of the Planning Commission's decision were filed. The Council conducted an appeal hearing on March 28, 2022, and conditionally granted the appeals, directing staff to return at a future meeting with additional information regarding the feasibility of Alternatives 2 and 4.

Following the appeal hearing, staff conducted additional analysis of Alternatives 2 and 4 and engaged with project stakeholders through a series of meetings to identify, discuss, and evaluate potential project alternatives. Based on feedback received during this outreach process, staff further refined and assessed the feasibility and merits of several additional alternative alignments.

After several alternative alignments were studied, staff provided Council with an update on the Project, including stakeholder outreach efforts. At its May 15, 2023, council meeting, Council directed staff to pursue Alternative 3 for further evaluation as the preferred project alternative.

An additional \$400,000 has been identified by Caltrans in the Linden Avenue and Casitas Pass Interchanges Right-of-Way phase funding that can be applied to the Project to support completion of the environmental document and other eligible project-related costs.

The purpose of this agenda item is for the Council to consider authorizing the Mayor to execute an MOU with Caltrans for the Rincon Multi-Use Trail Project, thereby enabling the City to utilize the available \$400,000 in funding to complete the environmental document and support other eligible project-related costs.

## **DISCUSSION**

The proposed MOU outlines the following responsibilities by the City and Caltrans:

### **CITY**

1. Continue to serve as the lead agency for environmental review.
2. Collaborate with Caltrans in any undertaking by Caltrans to obtain funding and facilitate efforts for the delivery of future project phases and completion of the Rincon Trail.
3. Collaborate with Caltrans to develop a relinquishment process for the Rincon Multi-Use Trail Project.

### **CALTRANS**

1. Forward and support City's request for distribution of the remainder of funds available for the Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension Project in the amount of \$400,000, which shall be spent on the Rincon Multi-Use Trail Project.
2. Seek funding and ensure construction of the Rincon Multi-Use Trail Project.
3. Collaborate with the City on seeking funding for the remaining phases of the Rincon Multi-Use Trail Project (plans, specifications, and estimates; right-of-way; and construction) and identification of the implementing agency and methods for delivery of the project.
4. Relinquish the Rincon Multi-Use Trail facilities.
5. Conduct a review of the property and provide an Environmental Disclosure Memo for all properties relinquished as part of the Rincon Multi-Use Trail Project.

### **BOTH THE CITY AND CALTRANS**

1. Agree to execute cooperative agreement(s) as necessary related to the transfer of funding or work products related to decisions made, development, and construction of the project.
2. Cooperate and coordinate with each other and any other parties necessary for the completion of the Rincon Multi-Use Trail Project, including but not limited to SBCAG, County of Santa Barbara, the California Coastal Commission, California Public Utilities Commission, and Union Pacific Railroad.

3. Work cooperatively to complete the Rincon Multi-Use Trail Project.
4. Work together to accelerate delivery as needed to obtain and meet future State and Federal funding opportunities.

**POLICY CONSISTENCY**

Consistent with the City’s Fiscal Years 2025/26 & 2026/27 Strategic Plan Goal # 3: Enhance Quality of Life for Residents.

**FINANCIAL CONSIDERATIONS**

**No Additional Funding Requested.** Minimal staff time to prepare the report is included in the Adopted FY 2025-27 General Fund Budget.

**LEGAL AND RISK MANAGEMENT CONSIDERATIONS**

The City Attorney’s Office has reviewed the attached MOU.

**OPTIONS**

1. Authorize the Mayor to execute the MOU with Caltrans for the Rincon Multi-Use Trail Project.
2. Decline to authorize the Mayor to execute the MOU with Caltrans for the Rincon Multi-Use Trail Project and direct staff as appropriate.

**PRINCIPAL PARTIES EXPECTED AT MEETING**

None

**ATTACHMENTS**

Attachment A: Memorandum of Understanding with the Department of Caltrans for the Rincon Multi-Use Trail Project

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

  
\_\_\_\_\_  
Signature

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

  
\_\_\_\_\_  
Signature

Reviewed by: Michael Ramirez, City Manager  
(805) 755-4450, [michaelr@carpinteriaca.gov](mailto:michaelr@carpinteriaca.gov)

  
\_\_\_\_\_  
Signature

**ATTACHMENT A**

**Memorandum of Understanding with  
the Department of Caltrans  
for the Rincon Multi-Use Trail Project**

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**the City of Carpinteria and the California Department of Transportation District 5 for**  
**the Linden Avenue & Casitas Pass Road Interchanges and Via Real Extension**  
**(Rincon Multi-Use Trail Project)**

This Memorandum of Understanding (MOU) is between the City of Carpinteria (CITY), a municipal corporation of the State of California, and the State of California, acting through its Department of Transportation District 5 (CALTRANS) (herein referred to collectively as PARTIES).

WHEREAS, on November 23, 2015, the CITY Council adopted Resolution No. 5632 approving CALTRANS' Conditional Use Permit and Coastal Development Permit for Project 09-1522-CUP/CDP for the Linden Avenue and Casitas Pass Road Interchanges and Via Real Extension Project (LINDEN CASITAS PROJECT); and

WHEREAS, the LINDEN CASITAS PROJECT calls for a number of bicycle and pedestrian circulation enhancements throughout the CITY, which are intended to "substantially improve local access via alternative transportation modes from areas north of US 101 to the downtown and beach areas of the CITY south of US 101"<sup>1</sup>; and

WHEREAS, the major enhancement required completion of the Rincon Trail (RINCON PROJECT) as described in the adopted Conditions of Approval and Mitigated Negative Declaration for the LINDEN CASITAS PROJECT; and

WHEREAS, per Condition of Approval 3.7.15 for the LINDEN CASITAS PROJECT, CALTRANS' completion of the RINCON PROJECT "shall not be contingent on any other factors or conditions such as, but not limited to, applicant's ability to secure funding from outside sources"; and

WHEREAS, the Parties acknowledge that while CALTRANS must construct and complete RINCON PROJECT, CITY, County, SBCAG and CALTRANS shall commit to continuing to work cooperatively to complete construction of the RINCON TRAIL; and

WHEREAS, when approved by the CITY, the objectives of the LINDEN CASITAS PROJECT were to not only improve access and operations at the two interchanges, but also ameliorate operations on the US 101 in part through reduced use of the US 101 by regionally significant alternative modes of transportation and increased bicycle and pedestrian connectivity; and

WHEREAS, to that end, the CITY, on behalf of CALTRANS, sought and obtained certain zoning and Local Coastal Program (LCP) amendments that were negotiated and agreed to by the CITY, County of Santa Barbara, CALTRANS and California Coastal Commission (Coastal Commission); and

WHEREAS, the Coastal Commission provided conditional approval of the CITY's LCP amendments that created a Transportation Corridor Wetland Overlay District (Carpinteria Municipal Code Chapter 14.45), specifically to accommodate and address development standards for CALTRANS' highway widening and interchange improvement projects and offset unavoidable coastal wetland impacts associated with the highway improvements; and

---

<sup>1</sup> See pg. 10 of the [November 23, 2015 CITY Staff Report](#) approving CALTRANS permits for Project 09-1522-CUP/CDP.

WHEREAS, the RINCON PROJECT, described in Carpinteria Municipal Code Section 14.45.030(7)(b), is intended to close a gap in the California Coastal Trail by development of a Class I bike path/trail running from the eastern terminus of Carpinteria Avenue (at State Route 150) to Bates Road that will allow the public to navigate from Ventura County to Santa Barbara County completely on a dedicated route, which will serve coastal recreational purposes as well as a commuting alternative to single passenger automobile travel in the adjacent US 101 corridor; and

WHEREAS, all conditions of approval must be satisfied before the LINDEN CASITAS PROJECT is deemed complete; and

WHEREAS, CALTRANS and the Santa Barbara County Association of Governments (SBCAG) as partners in delivery of the LINDEN CASITAS PROJECT sought funding for the RINCON PROJECT as part of the Cycle 3, Active Transportation Program (ATP) grant funding program. The application was successful in securing \$7,494k in funds for Concept/Environmental, Design, Right of Way/Utilities, and Construction; and

WHEREAS, on November 27, 2017, CITY and SBCAG entered into a MOU for RINCON PROJECT which listed CITY as lead agency for the Environmental, Design Right of Way/Utilities and Construction phases of the project; and

WHEREAS, CITY and SBCAG entered into a First Amendment to the MOU to increase funding for the RINCON PROJECT by \$250,000; and

WHEREAS, a Second Amendment to the MOU was executed on March 10, 2022, by CITY and SBCAG to increase funding for the RINCON PROJECT by \$422,000; and

WHEREAS, CALTRANS has identified additional LINDEN CASITAS PROJECT Right of Way phase funding in the amount of \$400,000 available for efforts related to the RINCON PROJECT for completion of the Environmental Document or other project costs; and

WHEREAS, SBCAG as the funding agency for the LINDEN CASITAS PROJECT Right of Way funding has concurred that the balance of the funds can be used for the RINCON PROJECT.

**NOW THEREFORE**, the PARTIES do mutually agree as follows:

#### **SECTION I**

1. CITY agrees to:
  - A. Continue to serve as the lead agency for environmental review under the California Environmental Quality Act (CEQA) for any additional environmental work for the RINCON PROJECT through addendums, supplementals or other means.
  - B. Collaborate with CALTRANS in any undertaking by CALTRANS to obtain funding and facilitate efforts for delivery of future project phases and completion of the RINCON TRAIL.
  - C. Collaborate with CALTRANS to develop a RELINQUISHMENT process for the RINCON PROJECT.

**SECTION II**

2. CALTRANS agrees to:
- A. Forward and support CITY's request for distribution of the remainder of the funds available for the LINDEN CASITAS PROJECT in the amount of \$400,000. CALTRANS agrees to pay CITY, within thirty (30) days of receipt of invoice, said amount. Receipt of said funds will be reserved and spent on the RINCON PROJECT portion of the LINDEN CASITAS PROJECT.
  - B. Seek funding and ensure construction of the RINCON PROJECT per Condition of Approval 3.7.15 in the Conditional Use Permit and Coastal Development Permit for Project 09-1522-CUP/CDP.
  - C. Collaborate with the CITY on:
    - i. Seeking funding for the remaining phases of the RINCON PROJECT including Plans, Specifications and Estimates, Right of Way, and Construction.
    - ii. Identification of implementing agency and methods for delivery of RINCON PROJECT.
  - D. Relinquish, upon the approval of the CTC's Resolution of Relinquishment, the RELINQUISHED FACILITIES.
  - E. Conduct a review of the property and provide an Environmental Disclosure Memo (EDM) for all properties relinquished as part of RINCON PROJECT. Upon recordation of the CTC's Resolution of Relinquishment in the Santa Barbara County Recorder's Office, CALTRANS will not be responsible for any present or future remediation of said hazardous materials.
  - F. In addition to this MOU, the PARTIES agree to execute the cooperative agreement(s) as necessary related to the transfer of funding or work products related to decisions made in development and construction of the PROJECT as determined by the Parties for work performed by contracted resources.

**SECTION III**

3. The PARTIES mutually agree:
- A. Neither CALTRANS 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, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CITY under this MOU. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, 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, its contractors, subcontractors, and/or its agents under this MOU.
  - B. 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 CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this MOU. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify and save harmless CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, 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 CALTRANS, its contractors, sub-contractors, and/or its agents under this MOU.

- C. To cooperate and coordinate with each other and any other parties necessary for completion of the RINCON PROJECT, including but not limited to Santa Barbara County Association of Governments (SBCAG), County of Santa Barbara, the Coastal Commission, California Public Utilities Commission, and Union Pacific Railroad.
- D. CITY and CALTRANS agree to work cooperatively to complete the RINCON PROJECT. The PARTIES furthermore agree to work together to accelerate delivery as needed to obtain and meet future State and Federal funding opportunities.

**E. Points of Contact**

**a. Caltrans:**

David Emerson, Project Manager  
Address: District 5, 50 Higuera Street, San Luis Obispo CA 93401  
Telephone: (805) 748-1315  
Email: david.emerson@dot.ca.gov

**b. City**

Michael Ramirez, City Manager  
Address: 5775 Carpinteria Avenue, Carpinteria, CA 93013  
Telephone: (805) 755-4450  
Email: michaelr@carpinteriaca.gov

**F. Amendment**

This MOU may be altered, amended, or modified only by an instrument in writing and by no other means. Each Party waives their future right to claim, contest or assert that this MOU was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

**G. Term**

The term of this MOU shall become effective upon signature of PARTIES and shall remain in effect until the completion of the LINDEN CASITAS PROJECT, of which the RINCON PROJECT is a condition thereof, pursuant to Carpinteria Municipal Code Section 12.04.

**H. California Law and Jurisdiction**

This MOU shall be governed by the laws of the State of California. Any litigation regarding this MOU or its contents shall be filed in the County of Santa Barbara, if in State court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**I. Execution of Counterparts**

This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the PARTIES shall preserve undestroyed, shall together constitute one and the same instrument.

**J. Authority**

All signatories and PARTIES to this MOU warrant and represent that they have the power and authority

to enter into this MOU in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or federal law in order to enter into this MOU have been fully complied with.

**K. Precedence**

In the event of conflict between the provisions contained in this MOU and the CUP/CDP for Project 09-1522-CUP/CDP between the PARTIES, the provisions contained in the CUP/CDP shall prevail.

IN WITNESS WHEREOF, the PARTIES hereto have executed this memorandum of understanding on the date last below written (Effective Date).

**California Department of Transportation**

**City of Carpinteria**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Take Action

[Home](#) / [Advocacy](#) / [Take Action](#)

Cal Cities' advocacy efforts are strongest when joined by the voices of city leaders. Below is a list of current legislative proposals that local officials should act on to support cities' top legislative priorities, along with sample support or opposition letters.

**Oppose [SB 1013 \(Cervantes\)](#) Automatic license plate readers.**

**Action requested:** Submit an [oppose unless amended letter](#) to [SB 1013 \(Cervantes\)](#), which limits the use of automated license plate recognition (ALPR) data. The bill will be heard in the Assembly Transportation Committee on June 22, 2026.

**What does this bill do?**

- Prohibits local governments from using ALPR technology unless it is for locating vehicles or persons suspected of being involved in a public offense or locating a missing individual.
- Limits storage of ALPR data for 30 days unless it is retained in the evidence file of an active investigation or criminal proceeding or matches information on an authorized hot list (Amber Alerts, Silver Alerts, Missing Persons, and serious and violent felonies).
- Restricts inter-agency sharing beginning Jan. 1, 2027. New or changed ALPR contracts won't have automatic access to any ALPR national databases. Sharing with other California law enforcement agencies can only be turned on manually and under [specified conditions](#).

**Why this is important to Cal Cities members:** Cal Cities is in ***opposition to [SB 1013 \(Cervantes\)](#) unless amended*** to address concerns regarding the data limitations. ALPR technology has provided law enforcement with a significant tool that is employed in solving crimes, including serious violent felonies. Limiting data storage to 30 days will significantly restrict law enforcement's ability to use this information if a case is reported after 30 days or if an investigation takes longer than 30 days.

While the intent of this bill is to restrict data sharing with the federal government, it also poses significant restrictions on sharing with other California law enforcement agencies during significant events, including human trafficking, sexual assault, and other cases that often require longer to solve and file charges.

**Additional links and attachments:** Cal Cities letter and sample city letter, [click here](#).

**Where to send your letter:** Submit your letter in the [legislative portal](#) and then email a copy to [cityletters@calcities.org](mailto:cityletters@calcities.org).

**Questions?** Contact Jolena Voorhis, [jvoorhis@calcities.org](mailto:jvoorhis@calcities.org), or Serena Scott, [sscott@calcities.org](mailto:sscott@calcities.org).